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RECOI  
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To the Director of the U. S. Patent and Trademark Office: Please return my \_\_\_\_\_ as or the new address(es) below.

1. Name of conveying party(ies):

Farmers Union Marketing and Processing Association

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Cooperative
- Association
- Limited Partnership

Citizenship (see guidelines) Minnesota

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) July 1, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Farmers Union Industries, LLC

Internal

Address: P.O. Box 319

Street Address: 590 West Park Road

City: Redwood Falls

State: Minnesota

Country: United States Zip: 56283-0319

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See Attached Exhibit A

B. Trademark Registration No.(s)  
See Attached Exhibit A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See Attached Exhibit A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer B. Klecker

Internal Address: \_\_\_\_\_

Street Address: 1118 Broadway

City: Alexandria

State: Minnesota Zip: 56308

Phone Number: (320) 763-6561

Fax Number: (320) 763-6564

Email Address: veldejbk@rea-alp.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9203  
Expiration Date 11/06

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name David G. Velde

9. Signature:

Signature

3/1/06 Date

Jennifer B. Klecker  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

06/22/2006 DRYRNE 00000172 78582787

01 FC:8521  
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**EXHIBIT A**

	<u>SERIAL #</u>	<u>REGISTRATION #</u>	<u>MARK AND DESCRIPTION</u>
1.	78502787		Bio Pup Northland Choice; Design plus words; "O" of Bio Pup contains husky dog with Northland Choice around the border of the "O".
2.	78502729		Northland Choice; Design plus words; Husky Dog in circle with Northland Choice around the border.
3.	78502776		Biodiesel Northland Choice; Design plus words; "O" of Biodiesel contains husky dog with Northland Choice around the border of the "O".
4.	78606127		Gro-Mor Hi-Torque; Standard character mark.
5.	73810612	1585999	Northland Choice; Design plus words; Husky Dog in circle with Northland Choice around the border.
6.	73508419	1338385	EZ Kare; Words in Stylized Form.
7.	73423843	1328824	Design of steer, cow and pig within circle.
8.	73418571	1280889	Gro-Kal; typed drawing.
9.	73418570	1280888	Gro-Mor; typed drawing.

## CONTRIBUTION AGREEMENT

Farmers Union Marketing & Processing Association, a Minnesota cooperative association ("FUMPA"), hereby agrees to contribute as of July 1, 2005 all of its right, title and interest in and to the tangible, intangible and real property described herein to Farmers Union Industries, LLC, a Minnesota limited liability company (the "Company"), in accordance with the terms set forth hereunder, in exchange for a membership interest in the Company pursuant to the Farmers Union Industries, LLC Member Control Agreement dated July 1, 2005 (the "Member Control Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to such term in the Member Control Agreement.

1. FUMPA's Interest. In exchange for the contributions set forth in this Contribution Agreement, FUMPA will receive a Membership Interest in the Company equal to 77 units. The Membership Interest shall consist of Financial and Governance rights in accordance with the Member Control Agreement.

2. Contribution of Assets. Upon the terms and subject to the conditions contained herein, FUMPA will contribute all of its right, title and interest in, to and under the following assets (the "Assets"):

(a) All cash and cash equivalents of FUMPA as of July 1, 2005, less \$800,000 which shall be retained by FUMPA as working capital;

(b) All other current assets of FUMPA as of July 1, 2005; including, but not limited to, inventory and accounts receivable having an estimated value of \$5,978,533;

(c) All property, plant and equipment of FUMPA as of July 1, 2005; including, but not limited to those assets of FUMPA formerly used by FUMPA in the operation of Central Bi-Products, Commodity Trading Company, Northland Choice, Midwest Grease, FUMPA Bio-Fuels, and Pet Care Systems, Inc., which assets have an estimated fair market value of \$20,941,679;

(d) All other assets including investments in cooperative associations, patents, prepaid pension assets, and other investments which have an estimated fair market value of \$8,179,903.

(e) All operating contracts and agreements utilized by FUMPA in operation of its business, to the extent such contracts and agreements may be legally assigned;

(f) All permits, licenses, orders, franchises relating to the business of FUMPA to the extent transferable; and

(g) All business records, customer lists, trade names, trademarks, and other intellectual property.

3. Excluded Assets. Notwithstanding the provisions of Section 2 of this Agreement, the following described assets of FUMPA shall be excluded from the Assets to be contributed to the Company:

(a) \$800,000 in cash; and

(b) The deferred tax asset of \$3,000.

4. Assumption of Liabilities. Upon the transfer of the Assets to the Company, the Company shall assume those liabilities of FUMPA as set forth on Schedule 4, attached hereto and incorporated herein (the "Assumed Liabilities"). All liabilities and obligations of FUMPA not included in the Assumed Liabilities shall remain the responsibility of FUMPA.

5. Agreed Upon Value. The value of FUMPA's capital contribution to the Company shall be equal to the book value of the Assets less the book value of the Assumed Liabilities, in each case as of June 30, 2005. The values set forth in this Agreement are provided for illustration and are based on the values set forth in FUMPA's audited financial statements as of June 30, 2004. It is understood and agreed that FUMPA's capital account in the Company will be adjusted upon completion of its fiscal year 2005 audit to reflect the actual book value of the Assets and Assumed Liabilities as of June 30, 2005. It is further understood and agreed that the values as of June 30, 2005, represent the fair market value of the assets and liabilities contributed for purposes of Internal Revenue Code Section 704 allocations.

6. Representations and Warranties of FUMPA. FUMPA hereby represents and warrants to the Company, as of the date hereof, as follows:

(a) Authorization. FUMPA has all requisite corporate power and authority, and has taken all corporate action necessary to execute and deliver this Contribution Agreement and all other agreements it has or will execute in connection herewith, to consummate the transfers contemplated hereby, and to perform its obligations hereunder. This Contribution Agreement and all other agreements or instruments it has or will execute in connection herewith, have been duly executed and delivered by FUMPA and each such agreement constitutes a legal, valid and binding obligation of FUMPA enforceable against FUMPA in accordance with its terms.

(b) Title to Assets. FUMPA has good and marketable title to all of the Assets. As of the date hereof, all of the Assets are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, rights of way covenants, conditions, or restrictions, except for the lien of current taxes not yet due and payable.

(c) Trade Receivables and Payables. (i) FUMPA has good right, title and interest in and to the Trade Receivables constituting the Assets; (ii) none of such Trade Receivables is subject to any lien; (iii) all of the Trade Receivables owing to FUMPA constitute valid and enforceable claims arising from bona fide transactions in the ordinary course of business, and there are no known claims, refusals to pay or other rights of set-off against any thereof; and (iv) no account or note debtor is delinquent in payment by more than 30 days.

7. FUMPA's Acknowledgments and Representations for Securities Purposes. With the understanding that the Company may rely on these, FUMPA acknowledges and represents as follows:

(a) FUMPA confirms that it is fully informed regarding the financial condition of the Company, the administration of its business affairs and its prospects for the future, and that the Company makes no assurances whatsoever concerning the present and prospective value of the Interests in the Company to be acquired hereunder.

(b) FUMPA either alone or with the assistance of a professional advisor, has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Interest. FUMPA has obtained, to the extent deemed necessary, personal professional advice with respect to the risks inherent in, and the suitability of, this investment in light of its financial condition and investment needs.

(c) FUMPA's Interest is being purchased by FUMPA for investment purposes in FUMPA's name solely for its own beneficial interest and not as nominee for, or for the beneficial interest of, or with the intention to transfer to, any other person, trust or organization.

(d) FUMPA acknowledges that (i) the Interest has not been registered under the Securities Act of 1933 or any applicable state securities laws and therefore neither may be sold, transferred, assigned or otherwise disposed of unless such disposition is subsequently registered under such laws or exemptions from such registrations are available, and (ii) a legend may be placed on any certificate evidencing FUMPA's Interest stating that it has not been registered under the Securities Act of 1933 and referencing the restrictions on their transferability, including without limitation those restrictions set forth in the Member Control Agreement.

8. Miscellaneous.

(a) No Adequate Remedy. FUMPA understands that if FUMPA fails to fulfill FUMPA's obligations under this Contribution Agreement the damages to the Company would be very difficult to determine. Therefore, in addition to any other rights or remedies available to the Company at law, in equity, or by statute, FUMPA hereby consents to the specific enforcement of this Contribution Agreement by the Company through an injunction or restraining order issued by an appropriate court.

(b) Successors and Assigns. The Contribution Agreement is binding on and inures to the benefit of the Company's successors and assigns, all (of which are included in the term the "Company" as it is used in this Agreement).

(c) Modification. This Contribution Agreement may be modified or amended only by a written statement signed by both the Company and FUMPA.

(d) Governing Law. The laws of the state of Minnesota will govern the validity, construction and performance of this Contribution Agreement. Any legal proceeding related to this Agreement will be brought in an appropriate Minnesota court, and both the Company and FUMPA hereby consent to the exclusive jurisdiction of that court for this purpose.

(e) Captions. The headings in this Contribution Agreement are for convenience only and do not affect this Contribution Agreement's interpretation.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed pursuant to the due authorization on this 1<sup>st</sup> day of July, 2005.

FARMERS UNION MARKETING & PROCESSING ASSOCIATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

FARMERS UNION INDUSTRIES, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

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9.	73418570	1280888	Gro-Mor; typed drawing.

**SCHEDULE 4**

**Assumed Liabilities of FUMPA**

1. Accounts payable of FUMPA as of July 1, 2005.
2. Cooperative Promotion obligations of FUMPA as of July 1, 2005.
3. Other current liabilities of FUMPA as of July 1, 2005.
4. Notes payable by FUMPA to:
  - a) Bremer Bank \$328,252.00
  - b) Agricultural Utilization Research Institute \$6,847.00
5. Post retirement obligations of FUMPA as of July 1, 2005 with respect to medical benefits provided to retired employees having an estimated liability of \$759,148.00.





UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 28, 2006

PTAS



\*103263007A\*

JENNIFER B. KLECKER  
1118 BROADWAY  
ALEXANDRIA, MN 56308

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103263007

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THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

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MARY BENTON, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
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MAY 17, 2006

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\*103192468A\*

JENNIFER B. KLECKER  
1118 BROADWAY  
ALEXANDRIA, MINNESOTA 56308

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DOCUMENT ID NO.: 103192468

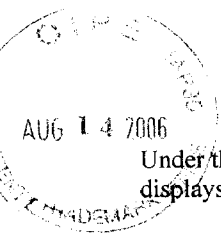
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Credit Card Expiration Date: 11/06

Name as it Appears on Credit Card: David Veldre

Payment Amount: \$ (US Dollars): 240.00

Cardholder Signature: *[Signature]*

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Patent No.	Patent No.	Registration No.	Assignment Recordation
Attorney Docket No.		Identify or Describe Mark	

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