

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agri Laboratories, Ltd.		08/31/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ProLabs		
Street Address:	20927 State Route K		
City:	St. Joseph		
State/Country:	MISSOURI		
Postal Code:	64505		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77180259	FLEXILE	
Serial Number:	77222465	FLEXILE RX	
CORRESPONDENCE DATA			
Fax Number:	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 413-3000		
Email:	tmdocket@oblon.com		
Correspondent Name:	Kathleen Cooney-Porter		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Kathleen Cooney-Porter		
Signature:	/katheen cooney-porter/		
Date:	09/18/2007		

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Total Attachments: 3

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**TRADEMARK
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TRADEMARK ASSIGNMENT

WHEREAS, Agri Laboratories, Ltd., a corporation organized under the laws of Delaware, whose address is 20927 State Route K, St. Joseph, Missouri, 64505 (hereinafter "Assignor"), is the owner of the trademarks and U.S. Applications identified in Appendix A to this Assignment;

WHEREAS, ProLabs, a corporation organized under the laws of Missouri, whose address is 20927 State Route K, St. Joseph, Missouri 64505 (hereinafter "Assignee"), desires to acquire all right, title and interest in said trademarks and Applications (and resulting Registrations) thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby sell, assign, set over, and transfer to said Assignee the entire right, title and interest in and to the said trademarks and U.S. Applications identified in Appendix A, together with the goodwill connected with the use of and symbolized by the trademarks, the same and the rights of said Assignor to be held and enjoyed by said Assignee for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the trademark Applications (and resulting Registrations) may be renewed or reissued, as fully or entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said trademarks and resulting trademark Registrations, with the right to sue for and collect the same for its own use and behalf, and for the use of its successors, or other legal representatives.

IN TESTIMONY WHEREOF, said Assignor has caused its name to be signed and its seal to be affixed by its duly authorized officer, this 31st day of August, 2007.

AGRI LABORATORIES, LTD.

Signature: *Heleen M Taylor*
 Name: Heleen M Taylor
 Title: CFO
 Date: 8/31/07

(Seal)

State of MISSOURI)
) SS:
 County of BUCHANAN)

On this 31st day of AUGUST, 2007, before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the Agri Laboratories, Ltd. and with the authorization of said Agri Laboratories, Ltd.

Donna Imlay
 (Signature of Notary Public)

My commission expires February 24, 2011



DONNA IMLAY
 My Commission Expires
 February 24, 2011
 Buchanan County
 Commission #07390676

APPENDIX A TO TRADEMARK ASSIGNMENT

<u>Serial No.</u>	<u>Mark</u>	<u>Filing Date</u>
77/180,259	FLEXILE	May 14, 2007
77/222,465	FLEXILE RX	July 5, 2007

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