

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agri-Dealers Supply Company, Inc.		04/20/2006	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Ridley U.S. Holdings Inc.		
Street Address:	424 N. Riverfront Drive		
City:	Mankato		
State/Country:	MINNESOTA		
Postal Code:	56002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2519689	RED A	
Registration Number:	1907911	RED A FEEDS	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	7911		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

CH \$65.00 2519689

Date:

02/18/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Assignment (the "*Assignment*") is made by and between Agri-Dealers Supply Company, Inc., a Kentucky corporation whose principal place of business is 1121 East Washington Street, Louisville, Kentucky 40204 ("*Agri-Dealers*") and Ridley U.S. Holdings Inc., a Delaware corporation whose principal place of business is 424 N. Riverfront Drive, Mankato, Minnesota 56002 ("*Ridley*").

WHEREAS, Agri-Dealers has adopted, used, and is using certain names, trade names, trademarks, service marks and trade dress to identify or market animal feed and animal feed supplements under the "Red A" and "Advanced Lix" brands, including, but not limited to, those marks identified on the attached Exhibit A (the "*Marks*"); and

WHEREAS, Ridley is desirous of acquiring the above-identified Marks and all applications and registrations therefore, including the applications and registrations identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Agri-Dealers from Ridley, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Agri-Dealers hereby sells, assigns, transfers and conveys to Ridley all rights, title and interest in and to the Marks, including all rights to use the Marks in domain names, all applications and registrations for the Marks, including the applications and registrations identified on the attached Exhibit A, along with the goodwill of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Ridley as fully and entirely as said interest could have been held and enjoyed by Agri-Dealers if this sale, assignment and transfer had not been made.
2. Assignment of Cause of Action. Agri-Dealers further sells, assigns, transfers and conveys to Ridley the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.
3. Cooperation. Agri-Dealers hereby covenants and agrees to cooperate with Ridley so that Ridley may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Ridley which are deemed necessary or desirable by Ridley to perfect in it the rights, title and interest herein conveyed.
4. Warranties of Ownership and Non-Infringement. Agri-Dealers hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the Marks and that no other person, firm, corporation, or association has the right to use the Marks in commerce, either in identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion with the Marks.

5. Warranty of No Conflict of Rights. Agri-Dealers hereby warrants and represents that it has not entered into any assignments, contracts or other understanding with third parties which would conflict with the rights herein granted.

6. Survival. The terms, covenants and provisions of this Assignment shall inure to the benefit of Ridley, its successors, assigns, and/or legal representatives, and shall be binding upon Agri-Dealers, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, Agri-Dealers has executed this Assignment and such Assignment is effective as of the date indicated below.

AGRI-DEALERS SUPPLY COMPANY, INC.

Date: 4-20-06

By: [Signature]
Kenny Keen, its GRS

EXHIBIT A

U.S. Trademark Registrations

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
RED A & Design	76/116,346	Aug. 25, 2000	2,519,689	Dec. 18, 2001	Section 8 Due Dec. 18, 2007
RED A FEEDS	74/454,863	Nov. 8, 1993	1,907,911	July 25, 1995	Renewal Due July 25, 2015

Unregistered Trademarks

RED A

ADVANCED LIX and/or ADVANCED LYX

Trade Dress

All packaging, labels, logos, advertising and marketing materials associated with the registered and unregistered trademarks identified above.