

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
Cattleman's Choice Loomix Production, LLC		12/22/2008	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Cattleman's Choice Loomix, LLC		
Street Address:	22915 CR 15/P.O. Box 610		
City:	Johnstown		
State/Country:	COLORADO		
Postal Code:	80534		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0767689	LOOMIX	
CORRESPONDENCE DATA			
Fax Number:	(303)451-5959		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.868.7227		
Email:	ejv2800@aol.com		
Correspondent Name:	Elizabeth J. Verdisco, Esq.		
Address Line 1:	13348 Pearl Circle		
Address Line 4:	Thornton, COLORADO 80241		
NAME OF SUBMITTER:	Elizabeth J. Verdisco		
Signature:	/Elizabeth J. Verdisco/		
Date:	01/22/2009		

Total Attachments: 3

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**TRADEMARK
 REEL: 003922 FRAME: 0766**

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INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT ("Agreement") is entered into on ~~December 23~~ 2008 ("Effective Date"), between assignee Cattleman's Choice Loomix, LLC ("Loomix" or "Company") a Colorado limited liability company with its principal place of business at 22915 CR 15/P.O. Box 610, Johnstown, CO 80534, and assignor Cattleman's Choice Loomix Production, LLC ("CC Production"), a Colorado limited liability company with its principal place of business at 22915 CR 15/P.O. Box 610, Johnstown, CO 80534.

TERMS

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the Parties agree as follows:

- 1. General Terms.** Loomix and CC Production are related companies. Loomix engages in the business of producing and selling cattle feed supplements, and CC Production engages in the business of manufacturing products for Loomix. Loomix and CC Production each currently have trademark portfolios that contain different marks.
- 2. Trademarks.** CC Production owns the trademark "Loomix" ("Mark"). The trademark Loomix received registration on the Principal Register on March 31, 1964, Registration Number 0767689. Upon valuable consideration received and acknowledged, CC Production agrees to transfer the Mark "Loomix" from Cattleman's Choice Loomix Production, LLC and assign the Mark to Cattleman's Choice Loomix, LLC (a "Party" or the "Parties").
- 3. Good Standing.** Loomix and CC Production confirm that they are in good standing with the Colorado Secretary of State. Loomix was validly formed on February 8, 1999, and was assigned ID Number 19991023624 in the records of the Colorado Secretary of State, Business Division. CC Production was validly formed on October 30, 2001 and was assigned ID Number 20011208782 in the records of the Colorado Secretary of State, Business Division.
- 4. Assignment.** For consideration received and accepted, CC Production agrees to assign and transfer to Loomix all of the right, title, and interest in and to the Registered Trademark "Loomix", including without limitation modifying the Registrant's name on file with the U.S. Patent and Trademark Office, evidenced with a "Recordation Cover Sheet" submitted to the Assignment Division of the U.S. Patent and Trademark Office. CC Production also transfers all of the goodwill and brand equity associated with the "Loomix" Mark, including any and all rights that are associated with the Mark and any future claims not addressed in this Agreement. The transfer shall be effective and closed upon the Effective Date set forth in this Agreement, with Consent to Action Agreements, if applicable, drafted and subsequently signed by each Party to satisfy its individual business protocols. The transfer shall be complete upon the acceptance of the Agreement.

and applicable assignment and recordation cover sheet with the Assignment Division of the U.S. Patent and Trademark Office.

5. **Warranties.** Both Parties warrant that: (1) they have the authority to enter into this Agreement; (2) the transfer complies with all local, state, federal or any other applicable laws, and the respective operating agreements, other business protocols established by each Party, or any other agreement; and (3) neither Party is in any way prohibited from entering into this Agreement.

CC Production also warrants that: (1) the Mark is an original work owned by CC Production; (2) the Mark is transferred free from encumbrances and there are no pending or potential intellectual property infringement claims, suits, demands, or awards, or any other claims, suits, demands, and awards associated with the Mark; and (3) no third party consent, license, or agreement prohibits the execution of the transfer and assignment of the Mark to Company. CC Production shall notify Loomix immediately should any facts arise that would alter the assertions set forth under this Section.

6. **Delivery of Documents.** Upon the execution of this Agreement, each Party shall deliver to the other Party any supporting documents, signed if applicable, to effect the transfer and assignment of the Mark, and all related matters. Loomix shall bear the cost of formally transferring and assigning the Mark through the U.S. Patent and Trademark Office.

7. **Notice.** Any notice required or permitted to be given under this Agreement must be made in writing and may be sent via facsimile transmission, followed by depositing the documents in the United States Mail, postage pre-paid, or given to a pre-paid courier, addressed as follows:

If to "Loomix":
Cattleman's Choice Loomix, LLC
Attn: Owner
Address: 22915 CR 15/P.O. Box 610
Johnstown, CO 80534
Phone: 1.800.870.0356
Fax:
Email: info@loomix.com

If to "CC Production":
Cattleman's Choice Loomix Production, LLC
Attn: Owner
22915 CR 15/P.O. Box 610
Johnstown, CO 80534
Phone:
Fax:
Email:

8. **Severability/Waiver.** In the event that any of the provisions in this Agreement are deemed invalid or unenforceable, in whole or in part, the remaining provisions be in full force and effect. Waiver or non-enforcement of any provision in this Agreement shall not constitute a waiver of the right to future revival and/or enforcement of any provision by either Party. Each Party reserves the right to enforce the terms set forth in this Agreement at any time. This Agreement may be executed in any number of counterparts including without limitation by facsimile or via a scanned "e-version" with a valid "e-signature", each counterpart being deemed an original and when executed shall constitute one agreement.

9. **Liquidated Damages.** The Parties acknowledges that some damages related to a breach of this Agreement may be difficult to ascertain in terms of the amount of damages that would be suffered by the non-breaching Party in the event of such breach. Without limiting any other remedies which a Party may pursue or monetary or other damages available to a Party, the non-breaching Party shall be entitled to equitable relief including without limitation, specific performance, restraining orders, and injunctions, without having to post any bond or any other form of security, or provide notice, and without having to prove that monetary damages would be an inadequate remedy. In the event that the non-breaching Party should institute proceedings to enforce any provision of this Agreement, the non-breaching Party shall be entitled to recover all expenses relating to the enforcement of this Agreement, including reasonable attorney fees and costs.

10. **Acknowledgment.** Each Party has read this Agreement, understands its terms, and by its respective signature set forth below, acknowledges that it agrees to be bound by these terms at all times.

11. **Governing Law.** Claims regarding this Agreement shall be governed by the laws of and heard in the courts of the State of Colorado.

12. **Entire Agreement.** This is the entire Agreement of the Parties, including all integrated exhibits, attachments, and schedules and supersedes all prior communication, whether written or oral. This Agreement is binding on each Party's heirs, legal representatives, successors, permitted assigns, and other related third parties. This Agreement may be only be modified in writing by mutual agreement of the Parties, in which case the modified terms shall apply.

IN WITNESS WHEREOF, an authorized signatory for each Party has executed this Agreement as of the Effective Date.

Loomix:
Cattleman's Choice Loomix, LLC

CC Production:
Cattleman's Choice Loomix Production, LLC

Signature: *Kenneth P. Munsch*
Name: Kenneth P. Munsch
Title: President

Signature: *Kenneth P. Munsch*
Name: Kenneth P. Munsch
Title: President