

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Middlefield Holding Company		01/29/2009	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hans Rothenbuhler & Son, Inc.		
<b>Street Address:</b>	15815 Nauvoo Road		
<b>City:</b>	Middlefield		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44062		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2011525	MIDDLEFIELD MIX	
Registration Number:	1266457	MIDDLEFIELD	
Registration Number:	2298018		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)348-5474		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-348-5400		
<b>Email:</b>	ip@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	David B. Cupar c/o McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Avenue, East		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	21693-00003		
<b>NAME OF SUBMITTER:</b>	David B. Cupar		

CH \$90.00 2011525

Signature:

/david b cupar/

Date:

01/29/2009

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into this **29** day of January 2009 by and between Middlefield Holding Company, an Ohio Corporation having its principal place of business at 15815 Nauvoo Road, Middlefield, Ohio 44062 (“Assignor”), and Hans Rothenbuhler & Son, Inc., an Ohio Corporation having its principal place of business at 15815 Nauvoo Road, Middlefield, Ohio 44062 (“Assignee”).

### RECITALS

WHEREAS, Assignor desires to assign all rights and interests in the trademarks identified on Schedule A (collectively, the “Marks”) to Assignee; and

WHEREAS, Assignee desires to take ownership in all rights and interests in the Marks.

### ASSIGNMENT

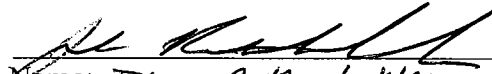
NOW, THEREFORE, for good and valuable consideration, the receipt and efficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally sells, assigns, transfers and sets over to Assignee, all of Assignor’s right, title and interest in and to the Marks together with the goodwill associated with them.

Assignor further assigns to Assignee all income, royalties or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

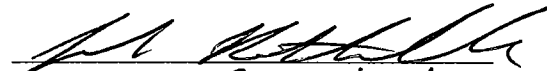
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IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first written above.

Middlefield Holding Company

By:   
Name: John Rothenbuhler  
Title: CEO

Hans Rothenbuhler & Son, Inc.

By:   
Name: John Rothenbuhler  
Title: CEO

**EXHIBIT A**

<b>MARK</b>	<b>REG. NO.</b>
Middlefield Mix	2011525
Middlefield	1266457
Design (Horse & Buggy with Cross)	2298018

{1653740:}