

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| Ameriquel Foods, Inc. | | 06/30/2000 | CORPORATION: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Ameriquel Group, LLC | | |
| Street Address: | 18200 Highway 41 North | | |
| City: | Evansville | | |
| State/Country: | INDIANA | | |
| Postal Code: | 47724 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: INDIANA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1555003 | AMERIQUEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (812)421-5089 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 812-424-7575 | | |
| Email: | ncirignano@zsws.com | | |
| Correspondent Name: | Nick Cirignano | | |
| Address Line 1: | 20 NW First Street, 9th Floor | | |
| Address Line 4: | Evansville, INDIANA 47708 | | |
| NAME OF SUBMITTER: | Nick Cirignano | | |
| Signature: | /Nick Cirignano/ | | |
| Date: | 08/26/2009 | | |
| Total Attachments: 2 source=Assignment, Bill of Sale, Deed of Conveyance#page1.tif | | | |

OP \$40.00 1555003

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**TRADEMARK
 REEL: 004053 FRAME: 0279**

**ASSIGNMENT, BILL OF SALE, DEED
OF CONVEYANCE AND AGREEMENT
(Black Beauty to AmeriQual)**

THIS INDENTURE, made and entered into this 30th day of June, 2000, by and between BLACK BEAUTY RESOURCES, INC., an Indiana corporation ("Black Beauty"), and AMERIQUAL GROUP, LLC, an Indiana limited liability company ("AmeriQual LLC").

WITNESSETH, that

WHEREAS, Black Beauty has been directed, pursuant, to appropriate resolution of its board of directors, to reorganize in accordance with a certain Plan of Reorganization ("Plan") adopted on the 28th day of June, 2000; and

WHEREAS, under the Plan, AmeriQual LLC is designated to receive all of the real and personal property constituting the AmeriQual Foods Division and the AmeriQual Packaging Division of Black Beauty.

NOW, THEREFORE, for the purpose of more fully implementing the Plan and in consideration of the mutual covenants and agreements of the parties herein contained, the parties do hereby mutually covenant, stipulate and agree as follows:

1. Black Beauty does hereby grant, bargain, sell, assign, transfer, convey, set over and deliver unto AmeriQual LLC all of its right, title and interest in and to all of the property, property interests and assets of Black Beauty, both real, personal and mixed, of whatsoever kind and wheresoever located, both tangible and intangible, used in or related to the AmeriQual Foods Division and the AmeriQual Packaging Division.
2. This Indenture and the transfer and conveyance evidenced hereby are made, executed and delivered by Black Beauty in pursuance of the Plan and the Subscription Agreement dated June 28, 2000 for a 100% membership interest in AmeriQual LLC.
3. The transfer and conveyance evidenced hereby is specifically made subject to all known liabilities of Black Beauty related to such assets and the AmeriQual Foods Division and the AmeriQual Packaging Division as reflected on the books and records of Black Beauty, and to the extent of such liabilities, AmeriQual LLC assumes and agrees to pay the same, but does not assume any other indebtedness or liabilities of Black Beauty related to other divisions or operations, nor shall anything herein contained in anyway be deemed to create any rights whatsoever in third persons.
4. This Indenture is made, executed and delivered by Black Beauty without covenant

of warranty, either expressed or implied. However, Black Beauty does covenant, stipulate and agree with AmeriQual LLC that it shall have the benefit of all prior warranties in the chain of title to any of the properties referred to herein, both real and personal.

5. This Indenture is a general transfer and conveyance of all the described assets. The parties acknowledge that this Indenture may be supplemented by separate deeds, assignments and bills of sale for specific assets to accommodate recording, filing or third party consents.

WITNESS THE EXECUTION HEREOF as of the date and year first above written.

BLACK BEAUTY RESOURCES, INC.

By: 
Daniel S. Hermann, President

AMERIQVAL GROUP, LLC by AmeriQual Holding, Inc., its manager,

By: 
Daniel S. Hermann, Vice-President