

TRADEMARK ASSIGNMENT

Electronic 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
Denco, LLC		09/29/2009	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Ridley U.S. Holdings Inc.		
Street Address:	424 North 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:	3237027	MONSTER DEER BLOCK	
Registration Number:	2805745	GOLDEN LYK	
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:	13,358		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

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TRADEMARK

Date:

10/12/2009

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment") is made by and between Denco, LLC, a Minnesota limited liability company ("Assignor"), and Ridley U.S. Holdings Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, used, and is using the marks identified on the attached Exhibit A, (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks worldwide and any applications and registrations therefore, including the applications and registrations identified on Exhibit A.

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

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks worldwide, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office, the Minnesota Secretary of State's Office, and the Canadian Intellectual Property Office to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee 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. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee 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 Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

4. Warranty of No Conflict of Rights. Assignor hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted.

5. Further Assurances. Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks and to give effect to this Assignment.


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

7. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date indicated below.

DATED: September 16, 2009

DENCO, LLC (Assignor)

By: 
Name: Gerald Bachmeier
Title: President/Chief Manager

RIDLEY U.S. HOLDINGS INC. (Assignee)

By: _____
Name: _____
Title: _____

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

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date indicated below.

DATED: September 29, 2009

DENCO, LLC (Assignor)

By: _____
Name: _____
Title: _____

RIDLEY U.S. HOLDINGS INC. (Assignee)

By: _____
Name: _____
Title: _____

Robert F. Frost
President - Ridley
Marketing Solutions

EXHIBIT A

I. Federal Trademark Applications and Registrations

<u>Mark</u>	<u>Class: Goods</u>	<u>Ser. No. / Reg. No.</u>	<u>App. / Reg. Date</u>	<u>Status</u>
MONSTER DEER BLOCK	31: Animal feed, namely, nutritional feed blocks	3,237,027	01-May-2007	Registered
MONSTER DEER LYK	31: Animal feed, namely, nutritional feed blocks	78/915,356	23-Jun-2006	Abandoned 09-Nov-07
GOLDEN LYK	31: Animal feed, namely, hardened feed blocks fabricated from distiller's grain	2,805,745	13-Jan-2004	Registered

II. State Trademark Registration

<u>Mark</u>	<u>Goods/Services</u>	<u>Reg. No. / Reg Date</u>	<u>State of Registration</u>	<u>Status</u>
MONSTER DEER BLOCK	31: Nutritional feed blocks	19123322-2 28-Jun-2006	Minnesota	Registered

III. Canadian Trademark Registrations

<u>Mark</u>	<u>Wares</u>	<u>Ser. No. / Reg. No.</u>	<u>App. / Reg. Date</u>	<u>Status</u>
MONSTER DEER BLOCK	Animal feed, namely, nutritional feed blocks	TMA706550	05-Feb-2008	Registered
GOLDEN LYK	Animal feed	TMA655375	16-Dec-2005	Registered