

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
Illinois Agricultural Association		05/31/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	AgriVisor, LLC		
Street Address:	1701 Towanda Avenue		
City:	Bloomington		
State/Country:	ILLINOIS		
Postal Code:	61702		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3368394	AGRIVISOR	
Registration Number:	1174487	AGRIVISOR	
Registration Number:	1369411	AGRIVISOR	
CORRESPONDENCE DATA			
Fax Number:	(312)201-2555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-2000		
Email:	matthews@wildman.com		
Correspondent Name:	Julie Nichols Matthews		
Address Line 1:	225 West Wacker Drive		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	A0413.00001 AGRIVISOR		
NAME OF SUBMITTER:	Julie Nichols Matthews		

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Signature:	/julie nichols matthews/
Date:	12/04/2009
Total Attachments: 3 source=AgriVisor Assignment Doc#page1.tif source=AgriVisor Assignment Doc#page2.tif source=AgriVisor Assignment Doc#page3.tif	

ASSIGNMENT

This Assignment is made as of May 31, 2007 ("Effective Date") by and among Illinois Agricultural Association, an Illinois not-for-profit corporation ("IAA"), AgriVisor Services, Inc. ("ASI"), an Illinois corporation, and AgriVisor, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, IAA is the owner of record in the United States Trademark Office for certain "AgriVisor" trademark registrations and applications identified on Exhibit A hereto and ASI owns common law trademark and trade identity rights in various "AgriVisor" names and marks, including without limitation those identified on Exhibit A hereto (collectively, "AgriVisor Names and Marks"); and

WHEREAS, IAA and ASI each desire to assign, and Assignee desires to acquire, all right, title and interest worldwide in and to, the AgriVisor Names and Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IAA, ASI and Assignee hereby agree as follows:

CONVEYANCE OF RIGHTS. IAA and ASI each hereby sell, assign and transfer to Assignee all right, title and interest worldwide in and to the AgriVisor Names and Marks, together with the goodwill of the business associated therewith, including the right to bring actions for past and future infringements and other violations, the right to all revenues arising or obtained from such actions, and the right to own and secure registrations in Assignee's name.

IAA and ASI each further agree to cooperate with Assignee and to execute such further documents and/or take such additional actions as may be reasonably required to record this Assignment with the United States Patent and Trademark Office. ASI further agrees to provide information and assistance to Assignee as may be required to complete the transfer of ownership of the domain name registration for agrivisor.com to Assignee within five (5) business days after the Effective Date.

After the Effective Date, Assignee agrees to take such actions as may reasonably be required and appropriate, in Assignee's sole discretion, to maintain the federal registrations for the AgriVisor Names and Marks which are actively used in connection with Assignee's business and to guard against any unintentional abandonment of Assignee's rights in the AgriVisor Names and Marks.

DISSOLUTION. Upon any dissolution of Assignee, the parties have agreed to certain provisions regarding the disposition of the AgriVisor Names and Marks pursuant to Article 9 of Assignee's Operating Agreement.

RESTRICTIONS ON TRANSFER. Assignee's Operating Agreement dated May 31, 2007, contains certain restrictions on the Assignee's ability to freely assign or otherwise transfer of the property assigned under this Agreement.

AGREED TO:

ILLINOIS AGRICULTURAL ASSOCIATION

By: Alex Dobby

Title: VICE PRESIDENT-FINANCE

Date: 11/30/09

AGRIVISOR SERVICES, INC.

By: Shawn Boyd

Title: Controller

Date: 11/30/09

AGRIVISOR, LLC

By: Don Alton

Title: President

Date: 12/1/09

EXHIBIT A

U.S. Trademark Registrations

AGRIVISOR & Design, U.S. Reg. No. 1,174,487

AGRIVISOR & Design, U.S. Reg. No. 1,369,411

AGRIVISOR M.P. & Design, U.S. Reg. No. 1,441,590

U.S. Trademark Applications

AGRIVISOR & Design, U.S. Serial No. 77/170,687

Other Names and Marks

All registered and unregistered names and marks in connection with the Business, including without limitation all names, marks and trade identities comprising the term "AGRIVISOR" and any AgriVisor logo design, alone or with other elements