

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/25/2006		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Agri Beef Company		12/04/2009
			Entity Type
			CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	AB Holdings, LLC		
Street Address:	1555 Shoreline Drive, Third Floor		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83702		
Entity Type:	LIMITED LIABILITY COMPANY: IDAHO		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1912967	RUMAX
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-259-2000		
Email:	ncollora@bryancave.com		
Correspondent Name:	Lindsay E. Cohen		
Address Line 1:	211 North Broadway, Ste 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0220961		
NAME OF SUBMITTER:	Lindsay E. Cohen		
Signature:	/Lindsay E. Cohen/		

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**TRADEMARK
 REEL: 004109 FRAME: 0282**

Date:

12/07/2009

Total Attachments: 3

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NUNC PRO TUNC ASSIGNMENT

THIS ASSIGNMENT AGREEMENT (“the Assignment”), effective as of the April 25, 2006, is by and between Agri Beef Company, an Idaho corporation (“Assignor”), having a place of business at 1555 Shoreline Drive, Third Floor, Boise, Idaho 83702, and AB Holdings, LLC, an Idaho Limited Liability Company (“Assignee”), having a place of business at 1555 Shoreline Drive, Third Floor, Boise, Idaho 83702.

RECITALS

WHEREAS, Prior to the April 25, 2006 effective date of this Assignment, Assignor owned and was using the trademarks identified in Exhibit A (“the Marks”) attached hereto, in the United States of America, and for which the company filed applications in the United States Patent and Trademark Office for registration; and

WHEREAS, Assignee desired to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein; and

WHEREAS, On or about April 25, 2006, Assignor assigned to Assignee all right, title, and interest in and to the Marks, including any and all goodwill associated therewith, and, would like to further memorialize the full and complete assignment of Assignor’s rights and interests to Assignee;

NOW THEREFORE, the parties hereto agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has assigned, transferred, conveyed and contributed, and does hereby further assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefore, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments due after April 25, 2006 or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any said Marks.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title, or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

WHEREFORE, Assignor has caused this Assignment to be executed below, by its duly authorized officer. This is a nunc pro tunc Assignment Agreement signed on the date noted below, with an effective date of April 25, 2006.

AGRI BEEF COMPANY

Date: December 4, 2009

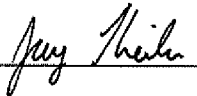
By: 

Name: RICK STOTT

Title: EXEC. V.P.

AB HOLDINGS, LLC


Date: December 4, 2009

By: 

Name: JAY THEILER

Title: EXECUTIVE DIRECTOR, MARKETING

EXHIBIT A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS (Int'l Class)</u>
RUMAX	1,912,967	August 22, 1995	Liquid livestock feed supplement
RUMAX	3,027,470	December 13, 2005	Liquid livestock feed supplement either sold in bulk and delivered by tanker or as a component of a mechanized feed supplement delivery system.
	77/712,344	n/a	liquid livestock feed supplements; livestock feed additives for use as nutritional supplements for medical purposes; non-medicated additives for livestock feed for use as nutritional supplements