

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Culhane Inc.		05/04/2010	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Honeville Grain, Inc.		
Street Address:	1080 North Main Street, Suite 101		
City:	Brigham City		
State/Country:	UTAH		
Postal Code:	84302		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77053166	HONEYVILLE	
Serial Number:	77975376	HONEYVILLE	
CORRESPONDENCE DATA			
Fax Number:	(949)223-9610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-223-9600		
Email:	processing@masiplaw.com		
Correspondent Name:	Vic Lin		
Address Line 1:	Myers Andras Sherman LLP		
Address Line 2:	19900 MacArthur Blvd., Suite 1150		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	HVG1.TMA.12 & HVG1.TMA.13		
NAME OF SUBMITTER:	Vic Lin		
Signature:	/Vic Lin/		

OP \$65.00 77053166

Date:

05/10/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This is an assignment by Culhane Inc., a Colorado corporation, having an address of 33633 Highway 550, Durango, Colorado 81301 (hereinafter "CULHANE") to Honeyville Grain, Inc., a Utah corporation, having an address of 1080 North Main St., Suite 101, Brigham City, Utah 84302 (hereinafter "HGI"), to be effective May 4, 2010.

WHEREAS, CULHANE is the owner of rights in the mark HONEYVILLE, and the applications therefor listed in Schedule A attached hereto (collectively the "MARK") and is obligated to assign the Mark to HGI pursuant to the terms and conditions of the Settlement Agreement with HGI effective as of the date hereof.

WHEREAS, HGI is acquiring all right, title and interest in the Mark and the applications therefor listed in Schedule A pursuant to the terms and conditions of the Settlement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CULHANE does hereby assign to HGI (1) all of CULHANE's right, title and interest in and to the Mark, together with the goodwill associated therewith, including all common law and statutory rights, (2) all of CULHANE's trademark registrations and applications relating to the Mark, including CULHANE's Applications indentified on Schedule A, and (3) all causes of action, past, present and future, for infringement, dilution or unfair competition with respect to the Mark that CULHANE may have against third parties, subject, however, to CULHANE's rights under the License Agreement between CULHANE and HGI dated as of the date hereof, all of which rights under the License Agreement are hereby reserved by CULHANE.

IN WITNESS WHEREOF, the CULHANE's duly authorized representative executes this Trademark Assignment.

CULHANE INC.

By: Derry Culhane
Name: Derry Culhane
Title: President
Date: 5/4/10

SCHEDULE A
TO TRADEMARK ASSIGNMENT

MARK

APPLICATION NO.

HONEYVILLE

Serial No. 77/053166

HONEYVILLE

Serial No. 77/975376