

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
Tri-County Petroleum, Inc.		03/31/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	GROWMARK, Inc.		
Street Address:	1701 Towanda Avenue		
City:	Bloomington		
State/Country:	ILLINOIS		
Postal Code:	61701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3710247	EXTREME LUBRICANTS	
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:	G8065.01070		
NAME OF SUBMITTER:	Julie Nichols Matthews		
Signature:	/julie nichols matthews/		
Date:	06/21/2010		

CH \$40.00 3710247

Total Attachments: 6

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into by and between TRI-COUNTY PETROLEUM, Inc., an Illinois corporation having its principal place of business located at 13531 Meghan Lane, Highland, IL 62249 (the "Assignor"), and GROWMARK, Inc. ("Assignee"), on its own behalf and on behalf of its subsidiaries and member cooperatives.

BACKGROUND

WHEREAS, Assignor owns certain inventions, patents, service marks, trade dress, copyrights, business names, domain names, trade names, trademarks, logos, including without limitation, all common law trade names and trademarks, all registrations, all applications for registration, all pending registrations, all registration rights, all future registration rights and all goodwill, transiations, adaptations, derivations, variations and combinations thereof, including without limitation, the name "Tri-County Petroleum" and the trademark more particularly identified on Exhibit A hereto (collectively, the "Intellectual Property");

WHEREAS, Assignor desires to assign, transfer and convey all of its right, title and interest in and to the Intellectual Property to Assignee;

WHEREAS, Assignee desires to acquire the Intellectual Property from Assignor; and

WHEREAS, the purpose of this Agreement is to effectuate Assignor's assignment of the Intellectual Property to Assignee (collectively, the "Assignments;" individually, an "Assignment").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee all of its right, title and interest in and to the Intellectual Property, including without limitation, the name "Tri-County Petroleum" and the trademark more particularly identified on Exhibit A attached hereto, together with all registrations, all applications for registration, all pending registrations, all registration rights, all future registration rights and all goodwill associated with each respective Mark, such assignment to be effective as of March 31, 2010. Assignee hereby accepts the Assignments, effective as of March 31, 2010, and assumes all liabilities and obligations in connection with the Intellectual Property from and after the date hereof, subject to the terms hereof and of the Asset Purchase Agreement between the parties of even date herewith (the "Asset Purchaser Agreement"). Assignor hereby agrees to take any further action as Assignee may deem necessary or appropriate to properly and completely effectuate the assignment, transfer and conveyance to Assignee of all right, title and interest in and to the Intellectual Property.

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

2.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the states identified on the signature page.

2.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

2.3 All representations, warranties, covenants and other terms and conditions relating to the Intellectual Property and the Purchased Assets contained in the Asset Purchase Agreement by and between Assignor and Assignee are hereby incorporated herein by reference and made a part of this Agreement.

2.4 Assignor represents and warrants that any Intellectual Property does not infringe upon, interfere with, misappropriate, or otherwise come into conflict with any valid intellectual property rights of third parties.

2.5 Assignor represents and warrants that each trademark registration in connection with the Intellectual Property is currently in full force and effect.

3. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its subsidiaries, members, successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Assignee pursuant to this Agreement.

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act of omission by Assignor in connection with any services rendered by Assignor prior to this Agreement, under any of the Intellectual Property.

4.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing.

4.4 Any damage, loss or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee have the right to license other entities or individuals to use the Intellectual Property in any manner whatsoever.

6. Additional Documents. Following execution of this Agreement, at the request and expense of Assignee, and without additional consideration to Assignor, Assignor shall execute and deliver to Assignee, or any subsequent assignee, from time to time, such additional instruments of assignment, transfer and conveyance and other documents, and shall take such other actions, as Assignee may reasonably require to (a) convey and deliver the Intellectual Property to Assignee, or any subsequent assignee, (b) to perfect Assignee's title thereto and (c) give full force and effect to this Agreement.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Illinois.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in U.S. mail, registered or certified, return receipt requested, postage pre-paid, and addressed;

If to Assignor, to: Terry Lammers
13531 Meghan Lane
Highland, IL 62249

If to Assignee, to: GROWMARK, Inc.
1701 Towanda Avenue
Bloomington, IL 61702-2500
Attn: Vice President, Midwest Retail & Acquisitions

or to such other address as either party shall designate in a notice to the other, given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its subsidiaries, members, successors, assigns, and representatives.

7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit were included within the body of this Agreement.

7.7 Waiver/Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed as of the 31st day of March, 2010.

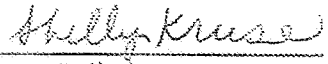
ASSIGNOR:

Tri-County Petroleum, Inc.,
an Illinois corporation

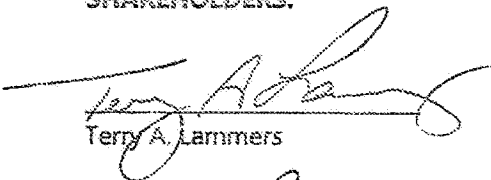
By: 
Terry A. Lammers
President

ASSIGNEE:

GROWMARK, Inc.
a Delaware corporation

By: 
Name: Shella Knorr
Title: Vice President,
Midwest Retail & Acquisitions

SHAREHOLDERS:


Terry A. Lammers


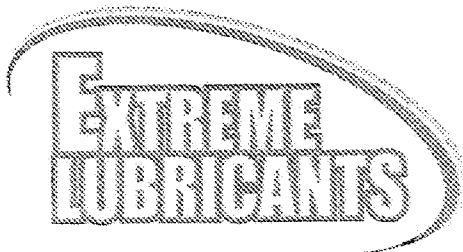

Julie M. Lammers

EXHIBIT A

Extreme Lubricants Trademark

United States of America

United States Patent and Trademark Office



Reg. No. 3,710,247 TRI-COUNTY PETROLEUM, INC. (ILLINOIS CORPORATION)
Registered Nov. 10, 2009 201 IL. ROUTE 143
PIERSON, IL 62273

Int. Cl.: 4 FOR: LUBRICANTS AND GREASES FOR AUTOMOTIVE, TRUCKING, AGRICULTURAL,
AND EXCAVATING USES, IN CLASS 4 (U.S. CLS. 1, 6 AND 15).

TRADEMARK FIRST USE 12-1-2008; IN COMMERCE 12-1-2008.
PRINCIPAL REGISTER

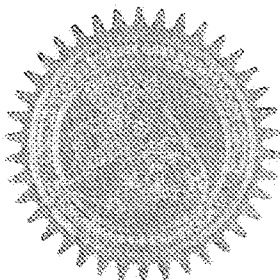
NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "LUBRICANTS", APART FROM
THE MARK AS SHOWN.

THE COLOR(S) BLACK, RED, WHITE, AND BLUE IS/ARE CLAIMED AS A FEATURE OF
THE MARK.

THE MARK CONSISTS OF STYLIZED WORDS "EXTREME LUBRICANTS" IN RED, WHITE
AND BLACK SURROUNDED BY RED, WHITE AND BLUE PARTIAL OVAL DESIGN.

SN 77-607,644, FILED 11-5-2008.

MARK SHINER, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office