

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ag Growth Industries Limited Partnership		12/30/2009	LIMITED PARTNERSHIP: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ag Growth Industries Partnership		
<b>Street Address:</b>	1301 Kenaston Blvd		
<b>City:</b>	Winnipeg		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	R3P 2P2		
<b>Entity Type:</b>	General Partnership: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78415056	WESTFIELD AG GROWTH LEASING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(952)842-1742		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	952-896-1545		
<b>Email:</b>	ipgroup@larkinhoffman.com		
<b>Correspondent Name:</b>	Molly Eichten		
<b>Address Line 1:</b>	1500 Wells Fargo Plaza		
<b>Address Line 2:</b>	7900 Xerxes Avenue South		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55431		
<b>ATTORNEY DOCKET NUMBER:</b>	29436-00		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Molly T. Eichten		
<b>Address Line 1:</b>	1500 Wells Fargo Plaza		

OP \$40.00 78415056

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**TRADEMARK**  
**REEL: 004434 FRAME: 0669**

Address Line 2: 7900 Xerxes Avenue South  
Address Line 4: Minneapolis, MINNESOTA 55431

NAME OF SUBMITTER:	Molly T. Eichten
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Signature:	/Molly T. Eichten/
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Date:	12/16/2010
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Total Attachments: 1 source=assignment#page1.tif
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is executed by **Ag Growth Industries Limited Partnership**, a Limited Partnership organized under the laws of Canada ("Assignor"), in favor of **Ag Growth Industries Partnership**, a General Partnership organized under the laws of Canada ("Assignee").

WHEREAS, Ag Growth Industries, Inc., the general partner of Assignor (the "General Partner"), and Assignee entered into a wind-up agreement effective December 30, 2009 (the "Wind-Up Agreement") pursuant to which Assignor is required to execute and deliver all documents deemed necessary or appropriate by Assignee to properly reflect the transfer of whatever rights and/or ownership interest Assignor has or may have to the mark – **WESTFIELD AG GROWTH LEASING** -- as represented in United States trademark application serial number 78/415056 (the "Trademark").

NOW, THEREFORE, pursuant to the Wind-Up Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby transfer, sell, assign and set over unto Assignee, all of its rights, title and interest (if any) in and to the Trademark, including all rights to apply for and receive, trademark registrations, state or federal, in the United States or with any foreign national or international agency, together with all of the goodwill of the business in connection with which the Trademark is used or is intended to be used, along with all rights to income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) associated therewith, including all rights to sue, counterclaim, and recover for infringement thereof and to obtain all other possible remedies for Assignee's own use and enjoyment as fully and completely as the same would have been held by Assignor had this Assignment not been made. The said entire right, title and interest shall vest irrevocably in Assignee, and this Assignment shall inure to the benefit of Assignee and Assignee's successors and assigns, and shall be binding upon Assignor and Assignor's successors and assigns.

Assignor covenants and agrees, upon request by Assignee, without additional compensation, but at no expense to Assignor, to execute all papers, assignments or other documents as requested by Assignee, and Assignor will provide testimony by affidavit or otherwise on behalf of Assignee, in any proceeding before the United States Patent and Trademark Office, foreign or international trademark offices, state or federal courts, or other decision-making body, and that, in general, Assignor will cooperate fully with Assignee, as deemed necessary or desirably by Assignee, in Assignee's sole discretion, to vest the enjoyment of, and to secure, perfect maintain and/or enforce said entire, right, title and interest in and to the Trademark to Assignee.

The General Partner represents and warrants that it has the authority to bind Assignor.

Assignor: Ag Growth Industries Limited Partnership

By its General Partner: Ag Growth Industries, Inc.

By: 

Printed Name: GARY ANDERSON

Title: President

Date: December 30, 2009

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