

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Nutramax Laboratories, Inc. | | 05/12/2011 | CORPORATION: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Nutramax Agriculture, Inc. | | |
| Street Address: | 2208 Lakeside Boulevard | | |
| City: | Edgewood | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21040 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3016342 | AMINO-GREEN | |
| Registration Number: | 2019940 | MACRO-SORB | |
| Registration Number: | 2199044 | QUELANT | |
| Registration Number: | 2700455 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (410)583-2437 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 410-583-2400 | | |
| Email: | grimsley@bowie-jensen.com | | |
| Correspondent Name: | Kimberly S. Grimsley | | |
| Address Line 1: | 29 W. Susquehanna Ave. | | |
| Address Line 2: | Suite 600 | | |
| Address Line 4: | Towson, MARYLAND 21204 | | |
| NAME OF SUBMITTER: | Kimberly S. Grimsley | | |
| Signature: | /Kimberly S. Grimsley/ | | |

OP \$115.00 3016342

Date:

05/13/2011

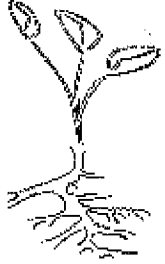
Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Nutramax Laboratories, Inc. ("Assignor"), a Maryland corporation with a principal office of 2208 Lakeside Boulevard, Edgewood, MD 21040, is the owner of the following registered trademarks (hereinafter referred to as the "Marks"):

| MARK | REGISTRATION NO. | GOODS | REGISTRATION DATE |
|--|------------------|---|-------------------|
| AMINO-GREEN | 3016342 | Biofertilizers for agricultural use, in International Class 1 | November 15, 2005 |
| MACRO-SORB | 2019940 | Organic fertilizers for agricultural and commercial use, in International Class 1 | November 26, 1996 |
| QUELANT | 2199044 | Fertilizers for domestic and agricultural use to be used to correct mineral deficiencies among plants, fruits, vegetables and turfgrass, in International Class 1 | October 20, 1998 |
|  | 2700455 | Housemark for fertilizers for domestic, agricultural and commercial use, in International Class 1 | March 25, 2003 |

WHEREAS, Nutramax Agriculture, Inc. (the "Assignee"), is a Maryland corporation with a principal office of 2208 Lakeside Boulevard, Edgewood, MD 21040, and is a related company to Assignor. Assignee is controlled by the same stockholders that control the Assignor.

WHEREAS, Assignor wishes to transfer all of its rights, title and interest in the Marks to Assignee: and

WHEREAS, Assignee is desirous of obtaining any and all rights, title and interest that Assignor may have in and to the Marks since its dates of first use of the Marks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks; along with the right to recover damages and profits for past infringement thereof, if applicable.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks for the United States and throughout the world to the Assignee, together with the

goodwill of the business in connection with which the Marks are to be used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringement thereof, if applicable.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

WITNESS:

Mary K. Gray

ASSIGNOR

Nutramax Laboratories, Inc.

Robert W. Henderson
By: Robert W. Henderson
Title: Chairman

Date: May 12, 2011

WITNESS:

Mary K. Gray

ASSIGNEE

Nutramax Agriculture, Inc.

Froy R. Henderson
By: Froy R. Henderson
Title: President and CEO

Date: 5/12/11