

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
GROWMARK, INC.		05/06/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CROP IMS LLC		
Street Address:	20735 IL RT 125, PO BOX 108		
City:	VIRGINIA		
State/Country:	ILLINOIS		
Postal Code:	62691-0108		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3266012	CROP IMS	
CORRESPONDENCE DATA			
Fax Number:	(618)643-4241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	618-643-4396		
Email:	ripvan@midwest.net		
Correspondent Name:	James L Van Winkle		
Address Line 1:	PO BOX 337		
Address Line 4:	McLeansboro, ILLINOIS 62859-0337		
NAME OF SUBMITTER:	James L Van Winkle		
Signature:	/s/ James L Van Winkle /s/		
Date:	08/16/2011		
Total Attachments: 3 source=cimstrademark assignment #page1.tif source=cimstrademark assignment #page2.tif source=cimstrademark assignment #page3.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of January / , 2011, from GROWMARK, Inc., a Delaware corporation ("GROWMARK"), to CROP IMS, LLC, an Illinois limited liability corporation ("CIMS").

RECITALS

A. GROWMARK provided assistance to CIMS regarding the Federal Registration of the trademark registration identified on the attached Schedule A (collectively, the "Mark").

B. During the registration of the Mark, GROWMARK inadvertently registered the Mark in its own name, instead of the name of CIMS.

C. GROWMARK has never done business using the Mark and has no commercial interest in the Mark whatsoever.

D. CIMS has used the Mark, and any common law rights associated with the Mark in commerce since JULY , 2005 , and continues to use the Mark in commerce;

D. GROWMARK wishes to assign, transfer and quitclaim to CIMS all right, title and interest in and to the Mark, throughout the world that it may have and CIMS desires to acquire these rights.

AGREEMENT

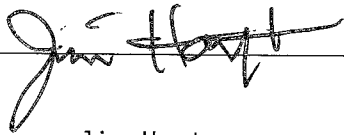
Accordingly, in consideration of the promises and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, GROWMARK and CIMS agree as follows:

1. By execution hereof, GROWMARK hereby assigns, transfers, and quitclaims to CIMS its entire right, title and interest in and to the Mark throughout the world, together with the goodwill of the business associated with the Mark and the right to bring actions and recover for past or future infringements or other violations of the rights assigned herein.
2. In consideration for the assignment and transfer contained in paragraph 1 above, CIMS hereby agrees to indemnify, defend and hold GROWMARK and any of its affiliate, employees, contractors, consultants, or agents (collectively, "GROWMARK Parties") harmless for, from and against any and all losses, liabilities, damages, claims, suits, actions, proceedings and expenses (including reasonable attorney's fees and costs), arising directly or indirectly by GROWMARK or any of the GROWMARK Parties, or incurred by reason of CIMS's or its licensees' use of the Mark or any business, commercial or non-commercial use that CIMS or its licensees may engage in that is in anyway associated with Mark, whether such actions, uses or business have occurred in the past or in the future.
3. GROWMARK further covenants that GROWMARK and its successors, assigns and legal representatives shall cooperate with CIMS, at CIMS's request, to execute all documents reasonably necessary to perfect the interests assigned hereby.

IN WITNESS WHEREOF, the parties have signed this Trademark Assignment as of the date first above written.

GROWMARK, INC.

CROP IMS, LLC



Name: Jim Hoyt

Title: VP, Strategic Planning &
Corporate Services

Date: 5/6/2011



Name: DONALD G. BIERMAN

Title: PRESIDENT

Date: MARCH 1, 2011

SCHEDULE A

MARK	U.S. REGISTRATION NUMBER	REGISTRATION DATE
CROP IMS & Design	3266012	July 17, 2007