

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
UNIFEED HI-PRO INC.		04/02/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	HI-PRO FEEDS INC.
Street Address:	Intersection of Hwy 2A and 306 Ave
Internal Address:	Site 2, Box 50, RR#2
City:	Okotoks
State/Country:	CANADA
Postal Code:	T1S 1A2
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1966592	1-800-45HI-PRO
Registration Number:	1959519	HI-PRO
Registration Number:	1952692	HI-PRO PRO EDGE
Registration Number:	1959518	HI-PRO
Registration Number:	1950674	HI-PRO PRODUCER'S EDGE
Registration Number:	3039556	NATURAL CALF
Registration Number:	3124152	OPTIBRAN
Registration Number:	3146083	SENDERO
Registration Number:	1820069	

CORRESPONDENCE DATA

Fax Number: (416)865-7380
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 416-865-8178

OP \$240.00 1966592

Email: sdang@torys.com
Correspondent Name: Sumeet Dang
Address Line 1: 79 Wellington Street West
Address Line 2: Suite 3000
Address Line 4: Toronto, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER: 33537-2017

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Sumeet Dang

Signature: /Sumeet Dang/

Date: 04/09/2012

Total Attachments: 6
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TRADE-MARK ASSIGNMENT

THIS TRADE-MARK ASSIGNMENT ("Assignment") is made and entered into as of April 2, 2012 ("Effective Date"), by and between UNIFEED HI-PRO INC., a corporation existing under the laws of Texas, having a mailing address of 2800-201 Portage Avenue, Canwest Global Place, Winnipeg, Manitoba R3C 3A7 ("Assignor"), and HI-PRO FEEDS INC., a corporation existing under the laws of Delaware, having a mailing address of Intersection of Hwy 2A and 306 Ave, Site 2, Box 50, RR#2, Okotoks, Alberta T1S 1A2 ("Assignee").

WHEREAS Assignor is the owner of the trade-marks set out on Schedule "A" (the "Trade-marks");

AND WHEREAS, Assignor wishes to assign to Assignee, and Assignee is desirous of obtaining from Assignor, Assignor's entire right, title, property, interest and benefit in, and to the Trade-marks, together with the whole of all goodwill associated therewith;

NOW, THEREFORE, for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledge, Assignor confirms that it has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to Assignee all of Assignor's right, title, property, interest and benefit in and to the Trade-Marks, together with the whole of all goodwill associated therewith.

Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trade-Marks and this Assignment; (3) obtaining any trade-mark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in any jurisdiction in the world; and (4) in the implementation or perfection of this Assignment.

This Assignment shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

UNIFEED HI-PRO INC.

Timothy Dodd
By: TIMOTHY DODD
Title:

By:
Title:

Witness: _____
(Printed Name)

Signature of Witness

HI-PRO FEEDS INC.

By: Michael Mazan
Title: President

By: Matthew Kunica
Title: Vice President

Witness: _____
(Printed Name)

Signature of Witness

[Signature page to Unifed - Trademark Assignment (US & CA & MX)]

TRADEMARK

REEL: 004752 FRAME: 0926

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

UNIFEED HI-PRO INC.	
	<u>Edward Irim</u>
	By: Edward Irim Title: Secretary / Treasurer
	_____ By: Title:
Witness: <u>Curtis Walker</u> (Printed Name)	<u>Curtis Walker</u> Signature of Witness

HI-PRO FEEDS INC.	
	_____ By: Michael Mazan Title: President
	_____ By: Matthew Kunica Title: Vice President
Witness: _____ (Printed Name)	_____ Signature of Witness

[Signature page to Unifeed - Trademark Assignment (US & CA & MX)]

TRADEMARK

REEL: 004752 FRAME: 0927

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

UNIFEED HI-PRO INC.

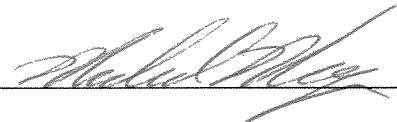
By:
Title:

By:
Title:


Witness: _____
(Printed Name)

_____ Signature of Witness

HI-PRO FEEDS INC.

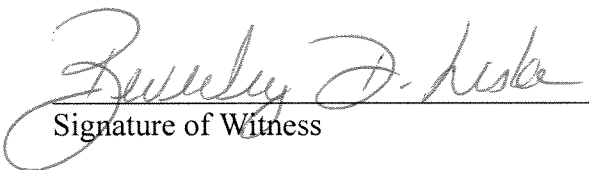


By: Michael Mazan
Title: President








By: Matthew Kunica
Title: Vice President


Witness: Beverly D. Liske
(Printed Name)


_____ Signature of Witness

[Signature page to Unifeed - Trademark Assignment (US&CA&MX)]

Schedule A

Country	Registration/Application No.	Mark
U.S.	1,966,592	1-800-45-HI-PRO
U.S.	1,959,519	HI-PRO
U.S.	1,952,692	HI-PRO EDGE & DESIGN 
U.S.	1,959,518	HI-PRO & DESIGN 
U.S.	1,950,674	HI-PRO PRODUCER'S EDGE & DESIGN 
U.S.	3,039,556	NATURAL CALF
U.S.	3,124,152	OPTIBRAN
U.S.	3,146,083	SENDERO
U.S.	1,820,069	TWO TRIANGLE DESIGN 
CA	TMA499,868	HI-PRO & DESIGN 

Country	Registration/Application No.	Mark
MX	460,298	HI-PRO & DESIGN 
MX	458,982	HI-PRO & DESIGN 