

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
VITERRA INC.		04/02/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	HI-PRO FEEDS LP		
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:	LIMITED PARTNERSHIP: ONTARIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2667622	AQUABALANCE	
Registration Number:	2273822	P	
Registration Number:	2608512	UNIFEED	
Registration Number:	3075074	UNIPORK	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	416-865-8178		
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		

OP \$115.00 2667622

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 VITERRA INC., a corporation incorporated under the laws of Canada, having a mailing address of 2625 Victoria Avenue, Regina, Saskatchewan S4T 7T9 ("Assignor"), and HI-PRO FEEDS LP, a limited partnership existing under the laws of Ontario, 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 in 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.

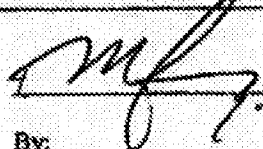
Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all 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).

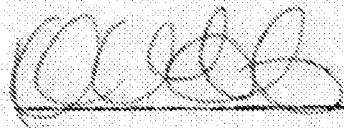
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IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

VITERRA INC.



By:
Title:



By:
Title:

Witness: _____
(Printed Name) Signature of Witness

HI-PRO FEEDS LP, by its general partner,
HI-PRO GP INC.

By: Michael Mazan
Title: President

By: Matthew Kunica
Title: Vice President

Witness: _____
(Printed Name) Signature of Witness

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

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

VITERRA INC.

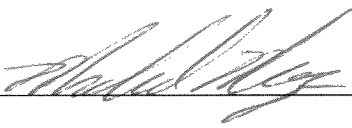
By:
Title:

By:
Title:


Witness: _____
(Printed Name)

_____ Signature of Witness

HI-PRO FEEDS LP, by its general partner,
HI-PRO GP INC.

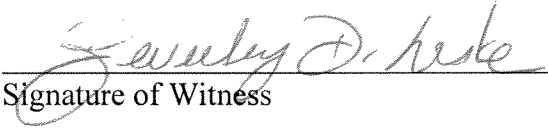


By: Michael Mazan
Title: President



By: Matthew Kunica
Title: Vice President

Witness: Beverley D. Liske
(Printed Name)


_____ Signature of Witness

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

Schedule A

Country	Registration/Application No.	Mark
U.S.	2,667,622	AQUABALANCE
U.S.	2,273,822	P DESIGN 
U.S.	2,608,512	UNIFEED
U.S.	3,075,074	UNIPORK
CA	TMA357,500	AQUA-FORM
CA	TMA555,382	AQUABALANCE
CA	TMA521,338	AMIPRO
CA	TMA555,368	BOTANICAL GAURDIN
CA	TMA470,385	DEWDROP
CA	TMA458,502	EQ
CA	TMA450,331	EQUISINE
CA	TMA448,741	EQUISENTIALS
CA	TMA672,967	HART FEEDS & DESIGN 
CA	TMA792,334	PROFORM LOGO 
CA	TMA347,530	P DESIGN 
CA	TMA347,531	PRO-FORM
CA	TMA792,335	PROFORM OPTIMIZING PERFORMANCE LOGO 
CA	TMA792,344	PROFORM PREMIUM GRAINS

Country	Registration/Application No.	Mark
CA	TMA814,376	PROFORM STEP RIGHT DESIGN 
CA	TMA538,289	PURE GOLD ENERGEX
CA	TMA758,022	PURE GOLD ENERGEX & DESIGN 
CA	TMA792,332	PROFORM
CA	TMA814,378	PROFORM ADVANTAGE
CA	TMA488,251	SIL-EDGE
CA	TMA588,037	STEP RIGHT FEEDING
CA	TMA814,375	STEP RIGHT PREMIUM EQUINE FEED
CA	TMA465,560	THE MILL STORE
CA	TMA792,685	THE MILL STORE DESIGN 
CA	TMA506,194	TRIACTOR
CA	TMA477,521	TRIPLE GOLD & DESIGN 
CA	TMA653,656	UF & DESIGN 
CA	TMA705,165	UF AND PIGS DESIGN 
CA	TMA653,026	UF UNIFEED & DESIGN 
CA	TMA652,326	UNIBEEF & DESIGN 

Country	Registration/Application No.	Mark
CA	TMA163,017	UNIFEED
CA	TMA676,975	UNIFEED FINANCIAL
CA	TMA676,974	UNIFEED FINANCIAL & DESIGN 
CA	TMA704,726	UNIFEED SWINE PROGRAMS & DESIGN 
CA	TMA451,387	UNIFINANCE
CA	TMA646,367	UNIFINANCE & DESIGN 
CA	TMA612,605	UNIPORK
CA	TMA652,854	UNIPORK & DESIGN 
CA	TMA653,177	UNIPORK COMMERCIAL SWINE PROGRAMS & DESIGN 
CA	TMA672,830	VERTECH FEEDS & DESIGN 
CA	1,544,492	EXTRUDED FEED & DESIGN 
CA	1,546,217	NATURAL HARVEST
CA	1,546,219	NATURAL HARVEST DESIGN 
CA	1,454,908.	NATURAL SELECT
CA	1,544,491	STEP 8 HI-FAT