

## 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
Florikan Technologies, LLC		08/03/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	J.R. Simplot Company		
Street Address:	P.O. Box 27		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83707		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3560776	FLORIKOTE	
Registration Number:	4167742	FLORIKOTENANO	
CORRESPONDENCE DATA			
Fax Number:	3017624056		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(301) 424-3640		
Email:	efile@usiplaw.com		
Correspondent Name:	EDELL, SHAPIRO & FINNAN, LLC		
Address Line 1:	1901 Research Boulevard, Suite 400		
Address Line 4:	Rockville, MARYLAND 20850		
ATTORNEY DOCKET NUMBER:	1928.0591T-0592T		
NAME OF SUBMITTER:	Barbara A. Friedman		
Signature:	/Barbara A. Friedman/		

OP \$65.00 3560776

Date:

08/28/2012

**Total Attachments: 7**

source=Florikan TM Assignment Agreement#page1.tif

source=Florikan TM Assignment Agreement#page2.tif

source=Florikan TM Assignment Agreement#page3.tif

source=Florikan TM Assignment Agreement#page4.tif

source=Florikan TM Assignment Agreement#page5.tif

source=Florikan TM Assignment Agreement#page6.tif

source=Florikan TM Assignment Agreement#page7.tif

## TRADEMARK ASSIGNMENT AGREEMENT

3rd THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made this day of August, 2012 (the "Effective Date"), by and between Florikan Technologies, LLC, a Florida limited liability company ("Florikan Technologies") with its principal place of business located at 1579 Barber Road, Sarasota, Florida, 34240 (collectively, "Assignor" ), and J.R. Simplot Company, a Nevada Corporation ("Assignee" or "Simplot") with corporate headquarters located at 999 Main St., Boise, Idaho, 83702. Assignor and Assignee are each sometimes referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of the trademarks registered and pending in the United States Patent and Trademark Office and the registered and pending foreign trademark applications (collectively the "Marks") listed on Schedule A attached hereto;

WHEREAS, Assignor and Assignee have agreed pursuant to an Asset Purchase Agreement (the "Purchase Agreement"), by and between Assignor and Assignee and effective as of the Effective Date, that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all of Assignor's right, title and interest in and to the Marks and their respective registrations, together with the goodwill of the business symbolized by each Mark;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

(1) Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor's entire right, title, goodwill, and interest in and to the Marks and their respective registrations (if any), together with the goodwill of the business symbolized by each Mark, and all the rights and privileges under any Marks that may be granted therefore.

(2) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

(3) Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be reasonably necessary to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary or desirable; provided Assignee shall reimburse Assignor for any reasonable out of pocket expenses incurred in doing so.

(4) Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

(5) Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

(6) Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

*[Signature page immediately follows]*

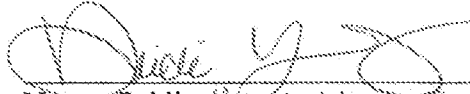


State of Florida )  
 ) ss.:  
County of Sarasota )

On the 3 day of August, in the year 2012, before me, a Notary Public in and for said State, personally appeared Heidi Young, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



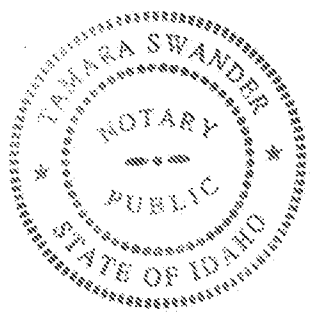
Heidi Young  
Notary Public  
State of Florida  
My Commission Expires 04/18/2016  
Commission No. EE 180578

  
Notary Public: Heidi Young  
Notary Registration No. 180578  
My Commission expires: 4/18/16



State of Idaho )  
 ) ss.:  
County of Ada )

On the 3 day of August, in the year 2012, before me, a Notary Public in and for said State, personally appeared Terry T. Whiting, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Tamara Swander  
Notary Public: Idaho  
Notary Registration No.  
My Commission expires: 4-4-18



SCHEDULE A

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Registration No.</b>
FLORIKOTE	U.S.	77-489,404	3,560,776
FLORIKOTENANO	U.S.	85-465,727	4,167,742