

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PW Stoelting, L.L.C.		10/19/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	RELCO, LLC		
Street Address:	2281 Third Ave., SW		
Internal Address:	P.O. Box 1689		
City:	Willmar		
State/Country:	MINNESOTA		
Postal Code:	56201		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2441290	HORIZON	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(612) 632-3375		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Lori L. Wiese-Parks		
Address Line 1:	P.O. Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	145937		
NAME OF SUBMITTER:	Cynthia Hefferan, Paralegal		
Signature:	/Cynthia Hefferan/		

CH \$40.00 2441290

Date:

10/26/2012

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made as of the 19th day of October, 2012 (the "Effective Date"), by and between PW Stoelting, L.L.C., a Wisconsin limited liability company ("Assignor"), and RELCO, LLC, a Minnesota limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party."

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of October 2, 2012 (the "Asset Purchase Agreement") between Assignor and Assignee, Assignee has agreed to purchase certain assets of Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

B. Assignor is the owner of certain Purchased Intellectual Property (as defined below).

C. Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Purchased Intellectual Property to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Intellectual Property. The term "Purchased Intellectual Property" shall have the meaning set forth in the Asset Purchase Agreement, which includes the intellectual property listed on attached **Exhibit A**.

2. Assignment of the Purchased Intellectual Property. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Purchased Intellectual Property. The assignment of the Purchased Intellectual Property granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, and encumbrances.

3. Further Assurances. Upon reasonable request by Assignee, Assignor shall take or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Purchased Intellectual Property and to otherwise effectuate the transactions contemplated by this Assignment.

4. Representations and Warranties. Assignor expressly represents and warrants that (a) Assignor has taken no actions which adversely affect Assignee's rights under this Assignment; (b) Assignor has not executed any assignments, sales, agreements, liens, mortgages,

or encumbrances that effect the Purchased Intellectual Property; and (c) Assignor has the right to execute and enter into this Assignment, to perform its obligations hereunder, and to assign the Purchased Intellectual Property and all other rights transferred hereunder. Assignee represents and warrants that it has the power to enter into this Assignment and perform the obligations assumed hereunder.

5. General Provisions.

5.1 Merger and Integration. This Assignment together with the Asset Purchase Agreement represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein or the Asset Purchase Agreement.

5.2 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Asset Purchase Agreement and nothing herein contained is intended to modify the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

5.3 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

5.4 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

5.5 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

5.6 Counterparts; Facsimile or Electronic Signatures. This Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


5.7 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.8 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.9 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to its conflict of laws provisions.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

PW STOELTING, L.L.C.

By: 

RELCO, LLC

By: 

**EXHIBIT A
INTELLECTUAL PROPERTY**

Patents

5,630,361 Sanitary Wear Button, Issued on 5/20/1997

6,180,153 Method & Apparatus for Cheese Block Forming with Vacuum Separated Tower Sections, Issued on 10/28/1999

Trademarks

HORIZON, Registration # 2441290, Registration Date 4/3/2001

OPTISET, Unregistered tradename

Websites

www.stoeltingprocess.com