

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Miles Farm Supply, LLC		11/05/2010	LIMITED LIABILITY COMPANY: KENTUCKY

**RECEIVING PARTY DATA**

<b>Name:</b>	Crop Production Services, Inc.
<b>Street Address:</b>	3005 Rocky Mountain Avenue
<b>City:</b>	Loveland
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80538
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77809809	
<b>Serial Number:</b>	77786007	SOUTHERN CROSS
<b>Serial Number:</b>	77644538	ACTISHIELD
<b>Serial Number:</b>	75333179	OPTI-CROP
<b>Serial Number:</b>	75114313	EXSEGEN
<b>Serial Number:</b>	73812017	SOUTHERN CROSS

**CORRESPONDENCE DATA**

Fax Number: 2063599000  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 303-291-2392  
 Email: pctrademarks@perkinscoie.com  
 Correspondent Name: Sarah J. Taylor, Perkins Coie LLP  
 Address Line 1: 1201 Third Avenue, Suite 4900  
 Address Line 4: Seattle, WASHINGTON 98101

OP \$165.00 77809809

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	09017.0001 RECORDAL
NAME OF SUBMITTER:	Sarah J. Taylor
Signature:	/Sarah J. Taylor/
Date:	12/18/2012
Total Attachments: 3 source=CPS - Miles trademark assignment pdf pdf#page1.tif source=CPS - Miles trademark assignment pdf pdf#page2.tif source=CPS - Miles trademark assignment pdf pdf#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of November 5, 2010, is made by and between Miles Farm Supply, LLC, a Kentucky limited liability company ("Assignor"), and Crop Production Services, Inc., a Delaware corporation ("CPS").

WHEREAS, Assignor is the owner of the trademarks and trademark applications described on Schedule 1 hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms of that Asset Purchase Agreement, dated as of October 20, 2010, by and between CPS and Assignor, and, solely for purposes of Section 8(h) and Section 8(i) thereof, William S. Miles and Billy Joe Miles (as amended, the "Agreement"), Assignor has agreed to assign to CPS all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In connection with the transfer of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto CPS, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.

2. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the State of Kentucky or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Kentucky.

*[Signature Page Follows]*

The undersigned has executed this Trademark Assignment Agreement as of the date first above written.

MILES FARM SUPPLY, LLC,  
a Kentucky limited liability company

By: Debra M. Seymour  
Name: Debra M. Seymour  
Title: President

State of Kentucky }  
County of Dawson } ss.

Before me, a Notary Public within and for said County, personally appeared Debra M. Seymour, the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 5<sup>th</sup> day of November, 2010.

Renee Z. Banks  
Notary Public KY AT LARGE  
Comm. Exp. 11-18-11

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK  
REEL: 004922 FRAME: 0208


Schedule 1

**Trademarks**

Trademarks

Name	Name of Owner	Registration Date	Registration Number
Opti-Crop	Miles Farm Supply, LLC	06/15/1999	2,252,565
Southern Cross <i>Design mark that covers "seed corn."</i>	Miles Farm Supply, LLC	02/27/1990	1,585,005
Exsegen	Miles Farm Supply, LLC	04/18/2008	2,152,966
Actishield	Miles Farm Supply, LLC	06/08/2010	3800480

Trademark Applications

Name of Applicant	Trademark Application	Application Filing Date	Application Serial Number
Miles Farm Supply, LLC	Southern Cross  <i>Word mark that covers "seed for agricultural use except tobacco seed"</i>	07/21/2009	77786007
Miles Farm Supply, LLC	  <i>Design mark that covers "seed for agricultural use"</i>	08/21/2009	77809809