

TRADEMARK ASSIGNMENT

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 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
Foremost Farms USA		12/28/2012	Cooperative: WISCONSIN
RECEIVING PARTY DATA			
Name:	Agropur, Inc.		
Street Address:	3500 E. Destination Drive		
City:	Appleton		
State/Country:	WISCONSIN		
Postal Code:	54915		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0679368	REDDI-SPONGE	
Registration Number:	1032454	PZ-44	
Registration Number:	1657537	ECONO BAKE	
Registration Number:	1659037	DAIRY BAKE	
Registration Number:	3657748	NUTRIMIX	
Serial Number:	71409685	NUTRIMIX	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-832-4500		
Email:	mjbrown@foley.com,jolsen@foley.com		
Correspondent Name:	Marshall J. Brown		
Address Line 1:	321 North Clark Street, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60654		

OP \$165.00 0679368

ATTORNEY DOCKET NUMBER:	067964-0134
NAME OF SUBMITTER:	Marshall J. Brown
Signature:	/marshall j brown/
Date:	01/10/2013
Total Attachments: 3 source=13 - Trademark Assignment (EXECUTED)#page1.tif source=13 - Trademark Assignment (EXECUTED)#page2.tif source=13 - Trademark Assignment (EXECUTED)#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made by Foremost Farms USA, Cooperative, a Wisconsin cooperative corporation having an address of Box 111, E10889A Penny Lane, Baraboo, WI 53913, (the "Assignor"), to Agropur inc., a Wisconsin corporation having an address of 3500 E. Destination Drive, Appleton, WI 54915 (the "Assignee").

BACKGROUND

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof, pursuant to which Assignor has agreed to assign certain assets to Assignee.

B. Assignor is the owner the United States and Canadian trademark applications and registrations listed in Appendix A, as well as variations and derivations thereof and certain common law rights associated with the foregoing (collectively, the "Marks").

C. Assignor wishes to assign, and Assignee wishes to acquire, Assignor's right, title and interest in and to the Marks throughout the world, together with the goodwill of the business in connection with which the Marks are used.

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

TERMS AND CONDITIONS

Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used throughout the world, and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all United States and Canadian applications and registrations for the Marks and all foreign and state applications and registrations for the Marks, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignor warrants that it has the full right to convey the entire interest herein and that it has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December _____, 2012.

FOREMOST FARMS USA, COOPERATIVE

By: David Fuhrmann

Name: DAVID FUHRMANN

Title: PRESIDENT & Chief Executive Officer

STATE OF Wisconsin
COUNTY OF Sauk) ss.:


On this 28th day of December, 2012, before me personally appeared David Fuhrmann, to me known, who did state that s/he is the PRESIDENT & CEO of Foremost Farms USA, Cooperative, the Wisconsin cooperative corporation described in and which executed the foregoing instrument.

Dagmar Reiger
Notary Public

[Signature page to Trademark Assignment]

EXHIBIT A

TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Mark	Application Number	Registration Number	Filing Date	Registration Date
United States	REDDI-SPONGE	72/055,230	679,368	July 14, 1958	May 26, 1959
United States	PZ-44	73/054,793	1,032,454	June 11, 1975	February 3, 1976
United States	ECONO BAKE	74/093,321	1,657,537	August 31, 1990	September 17, 1991
United States	DAIRY BAKE	74/093,950	1,659,037	August 31, 1990	October 1, 1991
United States	NUTRIMIX	77/651,338	3,657,748	January 16, 2009	July 21, 2009
United States		71/409,685	363,708	July 17, 1938	January 3, 1939
Canada	REDDI-SPONGE	0269,367	TMA129,175	May 14, 1962	December 21, 1962