

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stockade Brands Incorporated		11/28/2012	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Ridley USA Inc.
Street Address:	424 North Riverfront Drive
City:	Mankato
State/Country:	MINNESOTA
Postal Code:	56001
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0978751	STOCKMATE
Registration Number:	1071078	STOCK-LIX
Registration Number:	1188327	STOCKADE
Registration Number:	1218844	STOCKADE
Registration Number:	1284906	STRESS-ADE
Registration Number:	1304671	HARVEST
Registration Number:	1521183	SHOW ME
Registration Number:	1716276	BAG OF GOLD
Registration Number:	1759423	BULLSEYE

CORRESPONDENCE DATA

Fax Number: 5073548447
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 507-354-3111
 Email: dkim@gislason.com

OP \$240.00 0978751

Correspondent Name: David Changhoon Kim
Address Line 1: 2700 South Broadway
Address Line 4: New Ulm, MINNESOTA 56073

ATTORNEY DOCKET NUMBER: 18064-526

NAME OF SUBMITTER: David Changhoon Kim

Signature: /David C. Kim/

Date: 02/20/2013

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made as of November 28, 2012 (the "Effective Date") by and between STOCKADE BRANDS INCORPORATED, a Kansas corporation ("Assignor") and RIDLEY USA INC., a Minnesota corporation ("Assignee") and is as follows:

WHEREAS, Assignor and Assignee are parties to that certain Definitive Asset Purchase Agreement dated November 8, 2012 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase and Assignor has agreed to sell, transfer, convey, and deliver to Assignee, certain assets of Assignor defined thereunder as the Acquired Assets (the "Acquired Assets");

WHEREAS, Assignor has adopted, used, is using, owns all right, title, and interest in and to, and is the sole and exclusive owner of the marks and trademarks described or listed on Exhibit A attached hereto (collectively, the "Marks") currently registered with the United States Patent and Trademark Office; and

WHEREAS, the Acquired Assets include, but are not limited to, the Marks and, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee and Assignee desires to accept, the Marks and all of its rights, title, and interests therein and thereto.

NOW, THEREFORE, as required under the Purchase Agreement and for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to, Assignor does hereby assign, sell, convey, and transfer to Assignee, the Marks and all of Assignor's rights, title, and interests therein and thereto, together with the goodwill of the business symbolized by the Marks, the rights to sue, collect damages, or otherwise seek and receive remedies for any past or future infringement thereof, the registrations therefor, and all benefits, rights, privileges, title, and interests attendant to, arising from, or associated with any of the foregoing. Assignor hereby agrees and consents to the recordation of this Assignment with the United States Patent and Trademark Office and further agrees and covenants to take all other lawful actions necessary to enable Assignee to obtain, maintain, and enforce full benefits from this Assignment. This Assignment shall be effective as of the Effective Date and shall be binding on Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed by duly appointed officer of Assignor to be effective as of the Effective Date.

STOCKADE BRANDS INCORPORATED

By: 

Name: LES CASHMERE

Title: President

TRADEMARK

REEL: 004966 FRAME: 0545

STATE OF Oklahoma)
) ss
COUNTY OF Pittsburg)

On the 25 day of January, 2013, before me, personally appeared Les Cashmere, to me personally known, who, being by me duly sworn, did say that he is the President of Stockade Brands Incorporated, the Assignor named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

Mary Wilson
Notary Public
Commission Expires 2/26/2014

EXHIBIT A

Description of Marks

Trademark	Registration No.	Date of Registration
STOCKMATE	0978751	02/12/1974
STOCK-LIX	1071078	08/09/1977
STOCKADE	1188327	02/02/1982
STOCKADE (Stylized)	1218844	12/07/1982
STRESS-ADE	1284906	07/10/1984
HARVEST	1304671	11/13/1984
SHOW ME	1521183	01/17/1989
BAG OF GOLD	1716276	09/15/1992
BULLSEYE	1759423	03/23/1993

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