

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| First Dakota Financial Corporation | | 02/25/2013 | CORPORATION: SOUTH DAKOTA |
| RECEIVING PARTY DATA | | | |
| Name: | AgStar Financial Services, ACA | | |
| Street Address: | 1921 Premier Drive | | |
| City: | Mankato | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 56001 | | |
| Entity Type: | federally chartered corporation: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3047030 | RURALIVING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2029553751 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-955-8784 | | |
| Email: | jlb@raderfishman.com | | |
| Correspondent Name: | John L. Beard | | |
| Address Line 1: | 1233 20th St NW; Ste 501 | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20036 | | |
| ATTORNEY DOCKET NUMBER: | AFS-0027 | | |
| NAME OF SUBMITTER: | John L Beard | | |
| Signature: | /John L Beard/ | | |

CH \$40.00 3047030

Date:

03/18/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement (the "Agreement") is by and between First Dakota Financial Corporation, a corporation organized and existing under the laws of the State of South Dakota, with an address at 225 Cedar Street, Yankton, South Dakota 57078 (hereinafter "Licensee"); and AgStar Financial Services, ACA ("AgStar"), a chartered corporation organized and existing under the laws of the State of Minnesota with an address at 1921 Premier Drive, Mankato, Minnesota 56001.

WHEREAS, Licensee is the owner of the trademark RURALIVING, U.S. Registration Number 3,047,030 in Class 36, registered January 17, 2006 for "banking services" (the "Mark").

WHEREAS, AgStar wishes to acquire from Licensee, and Licensee wishes to assign to AgStar, all of Licensee's right, title and interest in and to the Mark, , together with the goodwill of the business appurtenant to and symbolized by the Mark;

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

1. **Assignment.** Licensee does hereby sell, transfer, convey and assign to AgStar free and clear all right, title and interest in and to the Mark, , and the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to sue for any prior infringement of the Mark. Licensee agrees to undertake any such other acts, and shall execute, acknowledge and/or deliver any such other instruments, documents and other materials at AgStar's expense, as may be reasonably required in order to consummate the transaction and protect or enforce the rights assigned to AgStar and described in this Agreement.
2. **Licensee Representation and Warranty and Limited Disclaimer.** Licensee represents and warrants it owns a certain mark registration for RURALIVING (Reg. No. 3,047,030). However, Licensee makes no warranties, implied or otherwise, of non-infringement nor that the Mark is merchantable or fir for a particular use or purpose.
3. **License.** AgStar hereby grants to Licensee a non-exclusive royalty-free license to use the Mark for the registered services for as long as Licensee uses the Mark and fulfills its obligations pursuant to this Agreement as set forth in paragraph 4. Licensee shall cooperate with AgStar in preserving the Mark to the extent AgStar makes such requests and to the extent AgStar pays for the costs incurred with complying with such requests, such as, but not limited to, providing copies of materials bearing the Mark or providing declarations of the nature of the use of the Mark by the Licensee. Licensee further acknowledges all goodwill stemming from its use of the Mark will inure to AgStar, except in the event of AgStar's abandonment of the mark as discussed in paragraph 6.
4. **Quality Control.** AgStar has the right to specify and control the nature and quality of the services, and promotion thereof, under the Mark. Licensee shall continue to abide by the current standards of quality relating to the character and quality of the current services sold and offered for sale by Licensee in association with the Mark and maintaining such current quality shall be deemed sufficient to meet quality control under this Agreement at this time.

5. **Sale of Mark/Right of First Refusal.** In the event AgStar elects to sell the Mark it will first offer to sell the Mark to Licensee. Licensee shall have 60 days after receiving written notice from AgStar of its intent to sell the Mark and the proposed sales price to purchase the Mark on the same terms and conditions as those offered to third parties. Licensee will receive ten percent (10%) of the net sale proceeds if AgStar sells the Mark to any party other than Licensee.
6. **Cessation of Use.** Should AgStar cease using the Mark for more than twelve (12) consecutive months during a period within fifteen (15) years of the date of this Agreement, ownership of the Mark shall revert to Licensee.
7. **Successors.** This Agreement shall be binding upon and inure to the benefit of Licensee and AgStar, and their respective principals, affiliates, subsidiaries, successors, and assigns.
8. **Applicable Law.** This Agreement shall be governed by the Federal trademark law and the law of the state of Minnesota.
9. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all oral and written agreements, including previous licenses whether implied or actual, entered into by the Parties prior to this Agreement.
10. **Modifications.** This Agreement may not be modified, except by written agreement dated subsequent to the date of this Agreement and signed by both Parties.
11. **Interpretation.** In construing the terms of this Agreement, no presumption will operate in either Party's favor as a result of its counsel's role in drafting the terms or provisions hereof.

IN WITNESS WHEREOF, the parties intending to be mutually bound have caused this Agreement to be executed as of the dates below.

LICENSEE:

First Dakota Financial Corporation


Signature

Larry Ness
Printed Name

Chairman of the Board
Title

February 19, 2013
Date

AgStar Financial Services, ACA

Paul Erickson

Signature

Paul Erickson

Printed Name

SOP & Managing Director

Title

2/25/2013

Date