

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/01/2005		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Farmers Union Marketing and Processing Association		07/01/2005
			Entity Type
			UNINC. ASSOCIATION:
RECEIVING PARTY DATA			
Name:	Farmers Union Industries, LLC		
Street Address:	590 West Park Road, P.O. Box 319		
City:	Redwood Falls		
State/Country:	MINNESOTA		
Postal Code:	56283-0319		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	2048049	WHEAT 'N EASY
	Registration Number:	3389564	SWHEAT STALL
	Registration Number:	1918971	SWHEAT SCOOP
CORRESPONDENCE DATA			
Fax Number:	6123329081		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-332-5300		
Email:	slindemeier@merchantgould.com		
Correspondent Name:	Merchant & Gould P.C.		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	17359.00000002		

OP \$90.00 2048049

NAME OF SUBMITTER:	Scott W. Johnston
Signature:	/SWJ/
Date:	04/17/2013
Total Attachments: 4 source=2005 07 01 Contribution Agreement#page1.tif source=2005 07 01 Contribution Agreement#page2.tif source=2005 07 01 Contribution Agreement#page3.tif source=2005 07 01 Contribution Agreement#page4.tif	

CONTRIBUTION AGREEMENT

Farmers Union Marketing & Processing Association, a Minnesota cooperative association ("FUMPA"), hereby agrees to contribute as of July 1, 2005 all of its right, title and interest in and to the tangible, intangible and real property described herein to Farmers Union Industries, LLC, a Minnesota limited liability company (the "Company"), in accordance with the terms set forth hereunder, in exchange for a membership interest in the Company pursuant to the Farmers Union Industries, LLC Member Control Agreement dated July 1, 2005 (the "Member Control Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to such term in the Member Control Agreement.

1. FUMPA's Interest. In exchange for the contributions set forth in this Contribution Agreement, FUMPA will receive a Membership Interest in the Company equal to 77 units. The Membership Interest shall consist of Financial and Governance rights in accordance with the Member Control Agreement.

2. Contribution of Assets. Upon the terms and subject to the conditions contained herein, FUMPA will contribute all of its right, title and interest in, to and under the following assets (the "Assets"):

(a) All cash and cash equivalents of FUMPA as of July 1, 2005, less \$ [REDACTED] which shall be retained by FUMPA as working capital;

(b) All other current assets of FUMPA as of July 1, 2005; including, but not limited to, inventory and accounts receivable having an estimated value of \$ [REDACTED];

(c) All property, plant and equipment of FUMPA as of July 1, 2005; including, but not limited to those assets of FUMPA formerly used by FUMPA in the operation of Central Bi-Products, Commodity Trading Company, Northland Choice, Midwest Grease, FUMPA Bio-Fuels, and Pet Care Systems, Inc., which assets have an estimated fair market value of \$ [REDACTED];

(d) All other assets including investments in cooperative associations, patents, prepaid pension assets, and other investments which have an estimated fair market value of \$ [REDACTED];

(e) All operating contracts and agreements utilized by FUMPA in operation of its business, to the extent such contracts and agreements may be legally assigned;

(f) All permits, licenses, orders, franchises relating to the business of FUMPA to the extent transferable; and

(g) All business records, customer lists, trade names, trademarks, and other intellectual property.

3. Excluded Assets. Notwithstanding the provisions of Section 2 of this Agreement, the following described assets of FUMPA shall be excluded from the Assets to be contributed to the Company:

#31357302

- (a) ██████ in cash; and
- (b) The deferred tax asset of ██████

4. Assumption of Liabilities. Upon the transfer of the Assets to the Company, the Company shall assume those liabilities of FUMPA as set forth on Schedule 4, attached hereto and incorporated herein (the "Assumed Liabilities"). All liabilities and obligations of FUMPA not included in the Assumed Liabilities shall remain the responsibility of FUMPA.

5. Agreed Upon Value. The value of FUMPA's capital contribution to the Company shall be equal to the book value of the Assets less the book value of the Assumed Liabilities, in each case as of June 30, 2005. The values set forth in this Agreement are provided for illustration and are based on the values set forth in FUMPA's audited financial statements as of June 30, 2004. It is understood and agreed that FUMPA's capital account in the Company will be adjusted upon completion of its fiscal year 2005 audit to reflect the actual book value of the Assets and Assumed Liabilities as of June 30, 2005. It is further understood and agreed that the values as of June 30, 2005, represent the fair market value of the assets and liabilities contributed for purposes of Internal Revenue Code Section 704 allocations.

6. Representations and Warranties of FUMPA. FUMPA hereby represents and warrants to the Company, as of the date hereof, as follows:

(a) Authorization. FUMPA has all requisite corporate power and authority, and has taken all corporate action necessary to execute and deliver this Contribution Agreement and all other agreements it has or will execute in connection herewith, to consummate the transfers contemplated hereby, and to perform its obligations hereunder. This Contribution Agreement and all other agreements or instruments it has or will execute in connection herewith, have been duly executed and delivered by FUMPA and each such agreement constitutes a legal, valid and binding obligation of FUMPA enforceable against FUMPA in accordance with its terms.

(b) Title to Assets. FUMPA has good and marketable title to all of the Assets. As of the date hereof, all of the Assets are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, rights of way covenants, conditions, or restrictions, except for the lien of current taxes not yet due and payable.

(c) Trade Receivables and Payables. (i) FUMPA has good right, title and interest in and to the Trade Receivables constituting the Assets; (ii) none of such Trade Receivables is subject to any lien; (iii) all of the Trade Receivables owing to FUMPA constitute valid and enforceable claims arising from bona fide transactions in the ordinary course of business, and there are no known claims, refusals to pay or other rights of set-off against any thereof; and (iv) no account or note debtor is delinquent in payment by more than 30 days.

7. FUMPA's Acknowledgments and Representations for Securities Purposes. With the understanding that the Company may rely on these, FUMPA acknowledges and represents as follows:

(a) FUMPA confirms that it is fully informed regarding the financial condition of the Company, the administration of its business affairs and its prospects for the future, and that the Company makes no assurances whatsoever concerning the present and prospective value of the Interests in the Company to be acquired hereunder.

(b) FUMPA either alone or with the assistance of a professional advisor, has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Interest. FUMPA has obtained, to the extent deemed necessary, personal professional advice with respect to the risks inherent in, and the suitability of, this investment in light of its financial condition and investment needs.

(c) FUMPA's Interest is being purchased by FUMPA for investment purposes in FUMPA's name solely for its own beneficial interest and not as nominee for, or for the beneficial interest of, or with the intention to transfer to, any other person, trust or organization.

(d) FUMPA acknowledges that (i) the Interest has not been registered under the Securities Act of 1933 or any applicable state securities laws and therefore neither may be sold, transferred, assigned or otherwise disposed of unless such disposition is subsequently registered under such laws or exemptions from such registrations are available, and (ii) a legend may be placed on any certificate evidencing FUMPA's Interest stating that it has not been registered under the Securities Act of 1933 and referencing the restrictions on their transferability, including without limitation those restrictions set forth in the Member Control Agreement.

8. Miscellaneous.

(a) No Adequate Remedy. FUMPA understands that if FUMPA fails to fulfill FUMPA's obligations under this Contribution Agreement the damages to the Company would be very difficult to determine. Therefore, in addition to any other rights or remedies available to the Company at law, in equity, or by statute, FUMPA hereby consents to the specific enforcement of this Contribution Agreement by the Company through an injunction or restraining order issued by an appropriate court.

(b) Successors and Assigns. The Contribution Agreement is binding on and inures to the benefit of the Company's successors and assigns, all (of which are included in the term the "Company" as it is used in this Agreement).

(c) Modification. This Contribution Agreement may be modified or amended only by a written statement signed by both the Company and FUMPA.

(d) Governing Law. The laws of the state of Minnesota will govern the validity, construction and performance of this Contribution Agreement. Any legal proceeding related to this Agreement will be brought in an appropriate Minnesota court, and both the Company and FUMPA hereby consent to the exclusive jurisdiction of that court for this purpose.

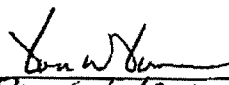
(e) Captions. The headings in this Contribution Agreement are for convenience only and do not affect this Contribution Agreement's interpretation.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed pursuant to the due authorization on this 1st day of July, 2005.

FARMERS UNION MARKETING & PROCESSING ASSOCIATION

By: 
Its: CFO

FARMERS UNION INDUSTRIES, LLC

By: 
Its: President/CFO