

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 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
Land O'Lakes Purina Feed, LLC		06/12/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Kemin Industries, Inc.		
Street Address:	2100 Maury Street		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50317		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77273865	NUTRISAVE	
Registration Number:	3559652	NUTRISAVE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	515.559.5458		
Email:	shannon.adams@kemin.com		
Correspondent Name:	Kemin Industries, Inc.		
Address Line 1:	2100 Maury Street		
Address Line 4:	Des Moines, IOWA 50317		
NAME OF SUBMITTER:	Elizabeth A. Nelson		
Signature:	/Elizabeth A. Nelson/		
Date:	06/13/2013		

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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated February 19, 2013 is made by Forage Genetics International, LLC ("FGI"), a Minnesota limited liability company, having its principle place of business at 4001 Lexington Avenue North, Arden Hills, Minnesota, Purina Animal Nutrition LLC ("PAN"), a Delaware limited liability company, having its principle place of business at 1080 County Rd F West, Shoreview, Minnesota, in favor of Kemin Industries, Inc. ("Assignee"), having its principle place of business at 2100 Maury Street, Box 70, 50301-0070, Des Moines, Iowa (together "the parties").

WHEREAS, in exchange for good and valuable consideration, PAN and FGI will convey, transfer and assign to Assignee, certain intellectual property, and have agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of this Agreement, Assignee will remit payment of \$5,000.00 to FGI. PAN hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of PAN's right, title and interest in and to the following, together with the goodwill of the business connected with the use of, and symbolized by

the trademark registration set forth on Schedule 1;

FGI and PAN hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of FGI's and PAN's rights, title and interests in and to the following, together with the goodwill of the business connected with the use of, and symbolized by

the common law trademarks set forth on Schedule 2 and all rights of any kind whatsoever of FGI and PAN accruing under applicable law of any jurisdiction throughout the United States of America.

The trademarks set forth on Schedules 1 and 2 shall be collectively referred to herein as the "Assigned Trademarks";

PAN and FGI hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, any and all claims and causes of action, with respect to any of the Assigned Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. PAN authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. PAN shall take such reasonable steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(i) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications listed on Schedule 1 are otherwise in good standing.

(ii) Assignor owns all right, title and interest in and to the trademark listed on Schedule 1, free and clear of liens, security interests and other encumbrances.

(iii) Assignor has provided Assignee with true and complete copies of all Licenses related to the trademark listed on Schedule 1.

(iv) To Assignor's actual knowledge, without further inquiry or investigation, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, the trademark listed on Schedule 1.

4. Confidentiality Agreement. The Assignee and FGI are currently operating under a Mutual Confidentiality Agreement, effective September 10, 2012. This Mutual Confidentiality Agreement is not superseded by this Agreement, and is hereby incorporated in its entirety by reference.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Iowa, without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

8. Assignment. No party will assign or transfer this Agreement without the express prior written consent of the other parties, which is not to be unreasonably withheld.

9. Entire Agreement. This Agreement represents the entire Agreement between the parties as of the effective date hereof, and may only be subsequently altered or modified by an instrument in writing. This agreement cancels and supersedes any and all prior oral or written agreements between the parties which relate to the subject matter of this Agreement.

10. Waiver. A failure by one of the parties to this Agreement to assert its rights for or upon any breach or default of this Agreement shall not be deemed a waiver of such rights nor shall any such waiver be implied from acceptance of any payment. No such failure or waiver in writing by any one of the parties hereto with respect to any rights, shall extend to or affect any subsequent breach or impair any right consequent thereon.

11. Severability. The parties agree that it is the intention of no party to violate any public policy, statutory or common laws, and governmental or supranational regulations; that if any sentence, paragraph, clause or combination of the same is in violation of any applicable law or regulation, or is unenforceable or void for any reason whatsoever, such sentence, paragraph, clause or combinations of the same shall be inoperative and the remainder of the Agreement shall remain binding upon the parties.

12. Notices. Any notice or communication required or permitted to be given by either party hereunder, shall be deemed sufficiently given, if mailed by certified mail, return receipt requested, or sent via electronic mail, and addressed to the party to whom notice is given as follows:

If to Assignee, to:

Jeff Murphy

Telephone: 515-559-5332

Fax: 515-559-5232

Jeff.Murphy@Kemin.com

If to Assignor, to:

Matt Fanta

Telephone: 651-765-5711

mafanta@foragegenetics.com

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties duly executed and delivered this Trademark Assignment as of the date first above written.

Forage Genetics International, LLC

By: Matthew A. Fanta

Name: Matthew A. Fanta
Title: President

Purina Animal Nutrition LLC

By: Kevin D. Schumender

Name: Kevin D. Schumender
Title: SECRETARY

AGREED TO AND ACCEPTED:

Kemin Industries, Inc.

By: Jeff Murphy

Name: Jeff Murphy
Title: Sr. VP. Commercial Division

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

NUTRISAVE : Registration No: 3,559,652; Serial No. 77/273,865; Filed September 7, 2007;
First Used: October 1, 1999.

SCHEDULE 2

ASSIGNED COMMON LAW TRADEMARKS

NS-A : A COMMON LAW TRADEMARK

DATE OF FIRST USE: MAY 1, 2011

NS-5 : A COMMON LAW TRADEMARK

DATE OF FIRST USE: MAY 1, 2011

NS-10 : A COMMON LAW TRADEMARK

DATE OF FIRST USE: MAY 2012