

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304286

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MFM Industries, Inc.		11/01/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oil-Dri Corporation of America		
<b>Street Address:</b>	410 N. Michigan Ave.		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2126224	KITTY WHITE SCOOP	
<b>Registration Number:</b>	1656980	DOUBLE FRESH	
<b>Registration Number:</b>	1859249	CEDAR FRESH	
<b>Registration Number:</b>	1522024	SUPER SCENTED	
<b>Registration Number:</b>	1609995	KITTY WHITE	
<b>Registration Number:</b>	1359550	LITTER GUARD	
<b>Registration Number:</b>	1218531	KITTY-WHITE	
<b>Registration Number:</b>	0957498	LITTER GUARD	
<b>Registration Number:</b>	1434140	MIGHTY CAT	
<b>Registration Number:</b>	1266742	TERRA-SEAL	
<b>Registration Number:</b>	1535627		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123210990		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.321.9100		
<b>Email:</b>	sfardy@smbtrials.com		
<b>Correspondent Name:</b>	P. Stephen Fardy		
<b>Address Line 1:</b>	330 North Wabash Avenue		
<b>TRADEMARK</b>			

OP \$290.00 2126224

**Address Line 2:** Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 02935

**NAME OF SUBMITTER:** P. Stephen Fardy

**SIGNATURE:** /PSF/

**DATE SIGNED:** 05/12/2014

**Total Attachments: 8**

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**ASSIGNMENT OF U.S. TRADEMARK REGISTRATIONS, DOMAIN NAMES,  
PATENTS, AND TELEPHONE NUMBERS**

THIS ASSIGNMENT (this "Assignment") is made and entered into as of November 1, 2013 ("Effective Date") by and between MFM Industries, Inc., a Delaware corporation with its principal office at 3300 S.W. 34th Avenue, Suite 112, Ocala, Florida 34474 ("Assignor"), and Oil-Dri Corporation of America, a Delaware corporation with its principal place of business at 410 N. Michigan Ave., Suite 400, Chicago, IL 60611 ("Assignee").

WHEREAS, Assignor and Assignee are parties that certain Asset Purchase Agreement dated as of October 25, 2013 (the "Purchase Agreement"), a copy of which has been filed with the U.S. Bankruptcy Court for the District of Delaware ("Bankruptcy Court"), Chapter 11 Case 13-11359 (PJW) (Jointly Administered), *In Re: MFM Delaware, Inc. and MFM Industries, Inc., Debtors*, and the conveyance effected hereby is being made pursuant to that certain "Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Assets of MFM Industries, Inc. Outside the Ordinary Course of Business, (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (C) Authorizing the Assumption and Sale and Assignment of Certain Executory Contracts and Unexpired Leases, and (D) Granting Related Relief" entered October 28, 2013 by the Bankruptcy Court (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor is the owner of certain trademarks and United States trademark registrations, each of which is set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor owns and has registered certain domain names, each of which is listed on Schedule B attached hereto (the "Domain Names");

WHEREAS, Assignor owns certain United States patents, each of which is listed on Schedule C attached hereto (the "Patents"); and

WHEREAS, Assignor owns certain "800" numbers and telephone numbers (the "Telephone Numbers"), each of which is listed on Schedule D;

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee, and Assignee desires to acquire from Assignor, the Marks, the Domain Names, the Patents, and the Telephone Numbers.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Marks, the Domain Names, the Patents, and the Telephone Numbers including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, any continuations, divisions, reissuances and re-examinations, all common law rights and any rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own sole and exclusive benefit, use and enjoyment, and for the use and enjoyment of Assignee's successors,

assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due and payable as of the Effective Date or thereafter, including without limitation, all claims for damages and profits by reason of past, present or future infringement or other unauthorized use of the Marks or Patents, with the right to sue for and collect the same for Assignee's own sole and exclusive benefit, use and enjoyment and for the benefit, use and enjoyment of its successors, assigns or other legal representatives.

All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Marks, the Domain Names, the Patents, and the Telephone Numbers and other rights assigned above are incorporated herein by reference.

This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

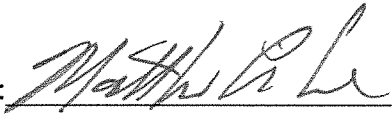
This Assignment and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Bankruptcy Code, and to the extent not inconsistent with the Bankruptcy Code, the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. If at any time after the delivery of this instrument any further action is necessary to carry out the purposes of this Assignment, Assignor will take such further actions (including the execution and delivery of such further instruments and documents) as Assignee may reasonably request.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**MFM INDUSTRIES, INC.**

Assignor

By: 

Name: Matthew A. Crane

Title: President/Chief Executive Officer

**OIL-DRI CORPORATION OF AMERICA**

Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

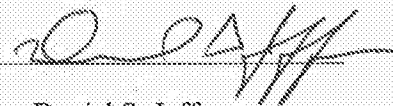
**MFM INDUSTRIES, INC.**  
Assignor

By: \_\_\_\_\_

Name: Matthew A. Crane

Title: President/Chief Executive Officer


**OIL-DRI CORPORATION OF AMERICA**  
Assignee

By:  \_\_\_\_\_

Name: Daniel S. Jaffee

Title: President/Chief Executive Officer

**Schedule A**  
**Marks**

<b>Mark</b>	<b>Filing Date/ Serial No.</b>	<b>Reg. No./ Reg. Date</b>
KITTY WHITE SCOOP	5/9/1996 Serial No. 75101771	2,126,224- 12/30/1997
DOUBLE FRESH	4/9/1990 Serial No. 74047742	1,656,980- 9/10/1991
CEDAR FRESH	1/28/1993 Serial No. 74353519	1,859,249- 10/18/1994
MIGHTY CAT	6/29/1984 Serial No. 73487727	1,434,140- 3/24/1987
SUPER SCENTED	4/19/1988 Serial No. 73723374	1,522,024- 1/24/1989
KITTY WHITE	4/19/1988 Serial No. 73723381	1,609,995- 8/14/1990
LITTER GUARD	2/12/1985 Serial No. 73521977	1,359,550- 9/10/1985
TERRA-SEAL	9/28/1982 Serial No. 73391564	1,266,742- 2/14/1984
KITTY-WHITE	1/6/1982 Serial No. 73344607	1,218,531- 11/30/1982
LITTER GUARD	7/18/1972 Serial No. 72430215	0,957,498- 4/17/1973
	5/4/1988 Serial No. 73726411	1,535,627- 4/18/1989
PET EXCELLENT	2/27/2004 Serial No. 76578148	2,982,328- 8/2/2005
SOAK-UPS	8/31/1998 Serial No. 75544746	2,325,600- 3/7/2000
ELITE CHOICE	12/15/1997 Serial No. 75405271	N/A
CEDAR FRESH	2/9/1993 Serial No. 74357183	1,857,347- 10/4/1994
HI-DRI	4/21/1955 Serial No. 71686012	0,624,640- 4/3/1956

**Schedule B**  
**Domain Names**

mfindustries.com



**Schedule C**  
**Patents**

Patent No.	Title	Issue Date
8,418,652	Animal litter and associated methods	4/16/2013
5,542,374	Animal litter of clay and western red cedar	8/6/1996

**Schedule D**  
**Telephone Numbers**

800-922-6369

Ocala Office Numbers

352-854-0070  
352-854-0170  
352-854-3303  
352-854-4341  
352-854-0270  
352-854-3839  
352-854-0472  
352-854-0372  
352-854-1576 -- fax

Lowell Office Numbers

352-732-7227  
352-732-7229  
352-732-7230  
352-732-7231  
352-867-0402 -- fax