

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315858

|                                   |  |                         |                                      |
|-----------------------------------|--|-------------------------|--------------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                     |                         |                                      |
| <b>NATURE OF CONVEYANCE:</b>      | ASSIGNMENT OF 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>                   |
| Bridon Cordage LLC                |  | 08/28/2014              | LIMITED LIABILITY COMPANY: MINNESOTA |
| Heritage Trading Company, LLC     |  | 08/28/2014              | LIMITED LIABILITY COMPANY: DELAWARE  |
| Universal Cooperatives, Inc.      |  | 08/28/2014              | INC. ASSOCIATION: MINNESOTA          |
| <b>RECEIVING PARTY DATA</b>       |  |                         |                                      |
| <b>Name:</b>                      | Bridon Cordage Group LLC                           |                         |                                      |
| <b>Street Address:</b>            | 909 E. 16th Street                                 |                         |                                      |
| <b>City:</b>                      | Albert Lea   |                         |                                      |
| <b>State/Country:</b>             | MINNESOTA  |                         |                                      |
| <b>Postal Code:</b>               | 56007  |                         |                                      |
| <b>Entity Type:</b>               | LIMITED LIABILITY COMPANY: MINNESOTA               |                         |                                      |
| <b>PROPERTY NUMBERS Total: 43</b> |  |                         |                                      |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>        |                                      |
| <b>Registration Number:</b>       | 1953329  | AGAVE SISALANA GENUINUS |                                      |
| <b>Registration Number:</b>       | 2709931  | AGRI-TUFF               |                                      |
| <b>Registration Number:</b>       | 3209524  | BEYOND THE EDGE         |                                      |
| <b>Registration Number:</b>       | 3102243  | BLACK STALLION          |                                      |
| <b>Registration Number:</b>       | 4342754  | COBRANET                |                                      |
| <b>Registration Number:</b>       | 1799423  | DIAMOND                 |                                      |
| <b>Registration Number:</b>       | 3061163  | DURA-BALE               |                                      |
| <b>Registration Number:</b>       | 3309062  | ECLIPSE                 |                                      |
| <b>Registration Number:</b>       | 3299512  | ECLIPSE                 |                                      |
| <b>Registration Number:</b>       | 4200001  | ENDURANCE               |                                      |
| <b>Registration Number:</b>       | 1128656  | EXTRA                   |                                      |
| <b>Registration Number:</b>       | 2041687  | EXTRA BIG               |                                      |
| <b>Registration Number:</b>       | 3708499  | FOREST REVOLVER         |                                      |
| <b>Registration Number:</b>       | 0838186  | GOLD CREST              |                                      |
| <b>Registration Number:</b>       | 0670082  | GOLDEN BOW              |                                      |
| <b>Registration Number:</b>       | 2624354  | GOLDEN VALLEY           |                                      |
| <b>TRADEMARK</b>                  |  |                         |                                      |

CH \$1090.00 1953329

| Property Type        | Number  | Word Mark                        |
|----------------------|---------|----------------------------------|
| Registration Number: | 2644276 | GREEN VALLEY                     |
| Registration Number: | 0750749 | GREENFIELD SUPREME               |
| Registration Number: | 1128655 | GREENFIELD SUPREME               |
| Registration Number: | 3406165 | HARVEST GOLD                     |
| Registration Number: | 3350961 | HARVEST GREEN                    |
| Registration Number: | 1143429 | HOLLAND EXTRA                    |
| Registration Number: | 3319903 | MAG-NET NET WRAP                 |
| Registration Number: | 4400130 | RANGER                           |
| Registration Number: | 3346163 | REVOLVER                         |
| Registration Number: | 2124649 | ROYAL HOLLAND                    |
| Registration Number: | 4342684 | SHOWDOWN                         |
| Registration Number: | 2164724 | STAMPEDE                         |
| Registration Number: | 3693346 | STAMPEDE                         |
| Registration Number: | 2171926 | STAMPEDE                         |
| Registration Number: | 3702344 | STAMPEDE                         |
| Registration Number: | 2930987 | TITE'N TUFF                      |
| Registration Number: | 2930986 | TNT                              |
| Registration Number: | 1788212 | BLACK GOLD                       |
| Registration Number: | 1853676 | GROWERS CHOICE                   |
| Registration Number: | 1796412 | MAGNUM                           |
| Registration Number: | 1389147 | MAGNUM                           |
| Registration Number: | 1838697 | MAGNUM POLYPROPYLENE BALER TWINE |
| Registration Number: | 1677676 | STINGER                          |
| Registration Number: | 1852430 | TOTAL-TIE                        |
| Registration Number: | 2005462 | TOTAL-TIE TYING TWINE            |
| Registration Number: | 1677673 | ULTIMA                           |
| Registration Number: | 2942844 | XSR                              |

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 216-348-5744

**Email:** rbannan@mcdonaldhopkins.com

**Correspondent Name:** Robbie H. Bannan

**Address Line 1:** 600 Superior Ave. Suite 2100

**Address Line 4:** Cleveland, OHIO 44114

**ATTORNEY DOCKET NUMBER:** 39299-00003

**NAME OF SUBMITTER:** Robbie H. Bannan

**SIGNATURE:** /Robbie H. Bannan/

**TRADEMARK**

**REEL: 005355 FRAME: 0696**

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 09/03/2014 |
|---------------------|------------|

**Total Attachments: 7**

- source=08 IP Assignment - Bridon#page1.tif
- source=08 IP Assignment - Bridon#page2.tif
- source=08 IP Assignment - Bridon#page3.tif
- source=08 IP Assignment - Bridon#page4.tif
- source=08 IP Assignment - Bridon#page5.tif
- source=08 IP Assignment - Bridon#page6.tif
- source=08 IP Assignment - Bridon#page7.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY INCLUDING  
U.S. TRADEMARK REGISTRATIONS**

**THIS ASSIGNMENT** (this "Assignment") is entered into as of August 28, 2014, by among Bridon Cordage LLC ("Bridon"), Heritage Trading Company, LLC ("Heritage"), Universal Cooperatives, Inc. ("Universal"), each a debtor and debtor-in-possession operating under Chapter 11 of the Bankruptcy Code (each a "Seller" and collectively, "Sellers"), and Bridon Cordage Group LLC (f/k/a BCHU Acquisition LLC) ("Purchaser")

**WHEREAS**, Purchaser and the Sellers are parties to that certain Asset Purchase Agreement, dated as of July 7, 2014 (the "Original Agreement").

**WHEREAS**, on July 23, 2014, the Purchaser and the Sellers amended the Original Agreement pursuant to a First Amendment to Asset Purchase Agreement (the "First Amendment").

**WHEREAS**, on August 25, 2014, Purchaser and Sellers amended the Original Agreement pursuant to a Second Amendment to Asset Purchase Agreement (the "Second Amendment") and with the Original Agreement and the First Amendment the "Purchase Agreement").

**WHEREAS**, Purchaser has assigned all of Purchaser's rights under the under the Purchase Agreement to acquire the Operating Assets and Real Estate owned solely by Heritage (the "Heritage Assets") to Heritage Farm Supply Group LLC, including, without limitation, the Intellectual Property owned by Heritage.

**WHEREAS**, Sellers are the owner of certain Intellectual Property, including, but not limited to, the trademarks and United States trademark registrations, each of which is set forth on Schedule A attached hereto (the "Marks"), which exclude all trademarks owned by Heritage, or otherwise constitute Heritage Assets.

**WHEREAS**, pursuant to the Purchase Agreement, Sellers desire to assign and transfer to Purchaser, and Purchaser desires to acquire from Sellers, all of Sellers' Intellectual Property, including, without limitation, the Marks, except for any Heritage Assets that constitutes Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby sell, assign, transfer and set over to Purchaser, its successors, assigns and other legal representatives all of the Sellers' rights, titles and interests in and to the Intellectual Property, including, but not limited to, the Marks 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 Purchaser's own sole and exclusive benefit, use and enjoyment, and for the use and enjoyment of Purchaser's successors,

assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Sellers 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, with the right to sue for and collect the same for Purchaser'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 Sellers to Purchaser in the Purchase Agreement with respect to the Marks and other rights assigned above are incorporated herein by reference.

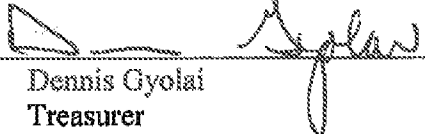
This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Sellers or Purchaser contained in the Purchase Agreement. In the event of any conflict 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, Sellers will take such further actions (including the execution and delivery of such further instruments and documents) as Purchaser may reasonably request.

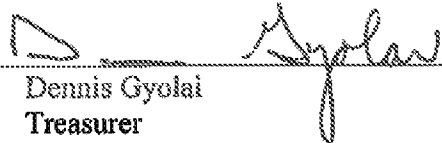
[signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

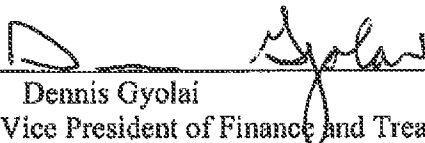
**BRIDON CORDAGE LLC**

By:   
Name: Dennis Gyolai  
Its: Treasurer

**HERITAGE TRADING COMPANY, LLC**

By:   
Name: Dennis Gyolai  
Its: Treasurer

**UNIVERSAL COOPERATIVES, INC.**

By:   
Name: Dennis Gyolai  
Its: Vice President of Finance and Treasurer

**BRIDON CORDAGE GROUP LLC (F/K/A  
BCHU ACQUISITION LLC)**

By: \_\_\_\_\_  
Name: Julie Smith  
Its: Chief Financial Officer

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

**BRIDON CORDAGE LLC**

By: \_\_\_\_\_  
Name: Dennis Gyolai  
Its: Treasurer


**HERITAGE TRADING COMPANY, LLC**

By: \_\_\_\_\_  
Name: Dennis Gyolai  
Its: Treasurer

**UNIVERSAL COOPERATIVES, INC.**

By: \_\_\_\_\_  
Name: Dennis Gyolai  
Its: Vice President of Finance and Treasurer

**BRIDON CORDAGE GROUP LLC (F/K/A  
BCHU ACQUISITION LLC)**

By:   
Name: Julie Smith  
Its: Chief Financial Officer

**Schedule A**  
**Marks**

Universal Cooperatives, Inc.  
Trademark Portfolio Report  
Trademarks Used by Bridon Cordage LLC

| Country | Mark                             | Status     | Appl. No.  | Appl. Date | Reg. No.   | Reg. Date  | Class(es) | Next Renewal Date |
|---------|----------------------------------|------------|------------|------------|------------|------------|-----------|-------------------|
| USA     | AGAVE SISALANA GENUINUS & Design | Registered | 74/647,791 | 03/16/1995 | 1,953,329  | 01/30/1996 | 22        | 01/30/2016        |
| USA     | AGRI-TUFF & Design (Bulldog)     | Registered | 76/235,995 | 04/05/2001 | 2,709,931  | 04/22/2003 | 22        | 04/22/2013        |
| Canada  | BEYOND THE EDGE                  | Registered | 1,154,413  | 10/01/2002 | TMA605,511 | 03/17/2004 | N/A       | 03/17/2019        |
| USA     | BEYOND THE EDGE                  | Registered | 78/166,913 | 09/23/2002 | 3,209,524  | 02/13/2007 | 22        | 02/13/2017        |
| Canada  | BLACK STALLION                   | Registered | 1,267,499  | 08/05/2005 | TMA721,948 | 08/25/2008 | N/A       | 08/25/2023        |
| USA     | BLACK STALLION                   | Registered | 78/567,533 | 02/15/2005 | 3,102,243  | 06/06/2006 | 22        | 06/06/2016        |
| USA     | COBRANET                         | Registered | 85820153   | 01/10/2013 | 4,342,754  | 05/28/2013 | 22        | 05/28/2023        |
| Canada  | COBRANET                         | Pending    | 1,632,518  | 06/25/2013 |            |            |           |                   |
| USA     | DIAMOND                          | Registered | 74/356,150 | 02/05/1993 | 1,799,423  | 10/19/1993 | 22        | 10/19/2013        |
| USA     | DURA-BALE                        | Registered | 78/417,978 | 05/13/2004 | 3,061,163  | 02/21/2006 | 22        | 02/21/2016        |
| Canada  | ECLIPSE                          | Registered | 1,299,046  | 04/25/2006 | TMA739,794 | 05/11/2009 | N/A       | 05/11/2024        |
| USA     | ECLIPSE                          | Registered | 78/747,171 | 11/04/2005 | 3,309,062  | 10/09/2007 | 17,22     | 10/09/2017        |
| Canada  | ECLIPSE & Design                 | Registered | 1,299,129  | 04/25/2006 | TMA739,792 | 05/11/2009 | N/A       | 05/11/2024        |
| USA     | ECLIPSE & Design                 | Registered | 78/747,161 | 11/04/2005 | 3,299,512  | 09/25/2007 | 22        | 09/25/2017        |
| USA     | ENDURANCE                        | Registered | 85/433,332 | 09/27/2011 | 4,200,001  | 08/28/2012 | 22        | 08/28/2022        |
| Canada  | EXCELLO                          | Registered | 421,208    | 02/17/1978 | TMA237,889 | 12/07/1979 | N/A       | 12/07/2024        |
|         |                                  |            |            |            |            |            |           |                   |
| Canada  | EXTRA                            | Registered | 421,211    | 02/17/1978 | TMA242,590 | 05/11/1980 | N/A       | 05/11/2025        |
| USA     | EXTRA                            | Registered | 73/153,968 | 01/03/1978 | 1,128,656  | 01/01/1980 | 22        | 01/01/2020        |
| Canada  | EXTRA & Design (Star)            | Registered | 244,246    | 02/10/1958 | TMA117,574 | 04/14/1960 | N/A       | 04/14/2020        |
| USA     | EXTRA BIG                        | Registered | 74/718,902 | 08/22/1995 | 2,041,687  | 03/04/1997 | 22        | 03/04/2017        |
| Canada  | FOREST REVOLVER                  | Registered | 1,454,163  | 10/05/2009 | TMA788,620 | 01/26/2011 | N/A       | 01/26/2026        |
| USA     | FOREST REVOLVER                  | Registered | 77/718,094 | 04/20/2009 | 3,708,499  | 11/10/2009 | 22        | 11/10/2019        |
| USA     | GOLD CREST (Stylized)            | Registered | 72/267,541 | 03/24/1967 | 838,186    | 11/07/1967 | 22        | 11/07/2017        |
| USA     | GOLDEN BOW                       | Registered | 72/037,000 | 09/11/1957 | 670,082    | 11/25/1958 | 22        | 11/25/2018        |
| USA     | GOLDEN VALLEY                    | Registered | 76/279,126 | 07/02/2001 | 2,624,354  | 09/24/2002 | 22        | 09/24/2022        |
| USA     | GREEN VALLEY                     | Registered | 76/262,828 | 05/25/2001 | 2,644,276  | 10/29/2002 | 22        | 10/29/2022        |
| USA     | GREENFIELD SUPREME               | Registered | 72/148,897 | 07/12/1962 | 750,749    | 06/11/1963 | 22        | 06/11/2013        |
| USA     | GREENFIELD SUPREME               | Registered | 73/153,948 | 01/03/1978 | 1,128,655  | 01/01/1980 | 22        | 01/01/2020        |
| USA     | HARVEST GOLD                     | Registered | 77/078,718 | 01/09/2007 | 3,406,165  | 04/01/2008 | 22        | 04/01/2018        |
| USA     | HARVEST GREEN                    | Registered | 77/078,694 | 01/09/2007 | 3,350,961  | 12/11/2007 | 22        | 12/11/2017        |



|        |                              |            |            |            |            |            |     |            |
|--------|------------------------------|------------|------------|------------|------------|------------|-----|------------|
| Canada | HOLLAND EXTRA<br>(Stylized)  | Registered | 421,210    | 02/17/1978 | TMA250,675 | 09/26/1980 | N/A | 09/26/2025 |
| USA    | HOLLAND EXTRA<br>(Stylized)  | Registered | 73/153,969 | 01/03/1978 | 1,143,429  | 12/16/1980 | 22  | 12/16/2020 |
| USA    | MAG-NET NET<br>WRAP & Design | Registered | 78/610,927 | 04/18/2005 | 3,319,903  | 10/23/2007 | 22  | 10/23/2017 |
| Canada | PRAIRIE PRIDE &<br>Design    | Registered | 123,205    | 05/16/1924 | TMDA37,815 | 05/16/1925 | N/A | 05/16/2025 |
| USA    | RANGER                       | Registered | 85846218   | 02/11/2013 | 4,400,130  | 09/10/2013 | 22  | 09/10/2013 |
| Canada | RANGER                       | Pending    | 1,621,732  | 04/09/2013 |            |            |     |            |
| USA    | REVOLVER                     | Registered | 78/906,295 | 06/12/2006 | 3,346,163  | 11/27/2007 | 22  | 11/27/2017 |
| Canada | ROYAL HOLLAND                | Registered | 864,931    | 07/21/1998 | TMA522,531 | 01/31/2000 | N/A | 01/31/2015 |
| USA    | ROYAL HOLLAND                | Registered | 74/647,790 | 03/16/1995 | 2,124,649  | 12/30/1997 | 22  | 12/30/2017 |
| USA    | SHOWDOWN                     | Registered | 85/771,941 | 11/5/2012  | 4,342,684  | 05/28/2013 | 22  | 05/28/2023 |
| Canada | STAMPEDE                     | Registered | 1,382,008  | 02/05/2008 | TMA757,873 | 01/26/2010 | N/A | 01/26/2025 |
| Canada | STAMPEDE                     | Registered | 832,963    | 01/07/1997 | TMA488,436 | 01/28/1998 | N/A | 01/28/2028 |
| USA    | STAMPEDE                     | Registered | 75/220,884 | 01/03/1997 | 2,164,724  | 06/09/1998 | 22  | 06/09/2018 |
| USA    | STAMPEDE                     | Registered | 77/358,447 | 12/21/2007 | 3,693,346  | 10/06/2009 | 17  | 10/06/2019 |
| Canada | STAMPEDE &<br>Design         | Registered | 832,964    | 01/07/1997 | TMA487,142 | 12/16/1997 | N/A | 12/16/2012 |
| Canada | STAMPEDE &<br>Design         | Registered | 1,382,009  | 02/05/2008 | TMA757,681 | 01/22/2010 | N/A | 01/22/2025 |
| USA    | STAMPEDE &<br>Design         | Registered | 75/220,851 | 01/03/1997 | 2,171,926  | 07/07/1998 | 22  | 07/07/2018 |
| USA    | STAMPEDE &<br>Design         | Registered | 77/358,418 | 12/21/2007 | 3,702,344  | 10/27/2009 | 17  | 10/27/2019 |
| USA    | TITE'N TUFF                  | Registered | 78/424,285 | 05/25/2004 | 2,930,987  | 03/08/2005 | 22  | 03/08/2015 |
| USA    | TNT                          | Registered | 78/424,283 | 05/25/2004 | 2,930,986  | 03/08/2005 | 22  | 03/08/2015 |

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**Bridon Cordage LLC  
Trademark Portfolio Report**

| Country | Mark   | Status     | Appl. No.  | Appl. Date | Reg. No.   | Reg. Date  | Class(es) | Next Renewal Date |
|---------|--|------------|------------|------------|------------|------------|-----------|-------------------|
| Canada  | BLACK GOLD   | Registered | 0,739,597  | 10/25/1993 | TMA451,778 | 12/15/1995 | N/A       | 12/15/2025        |
| USA     | BLACK GOLD   | Registered | 74/341,669 | 12/21/1992 | 1,788,212  | 08/17/1993 | 22        | 08/17/2023        |
| USA     | GROWERS CHOICE                                     | Registered | 74/448,655 | 10/19/1993 | 1,853,676  | 09/13/1994 | 22        | 09/13/2014        |
| Canada  | MAGNUM   | Registered | 739,589    | 10/25/1993 | TMA441,474 | 03/31/1995 | N/A       | 03/31/2025        |
| USA     | MAGNUM   | Registered | 74/353,270 | 01/28/1993 | 1,796,412  | 10/05/1993 | 22        | 10/05/2023        |
| Canada  | MAGNUM & Design                                    | Registered | 621,415    | 12/08/1988 | TMA361,412 | 10/27/1989 | N/A       | 10/27/2019        |
| USA     | MAGNUM & Design                                    | Registered | 73/560,808 | 09/30/1985 | 1,389,147  | 04/08/1986 | 22        | 04/08/2016        |
| USA     | MAGNUM<br>POLYPROPYLENE<br>BALER TWINE &<br>Design | Registered | 74/364,007 | 03/03/1993 | 1,838,697  | 06/07/1994 | 22        | 06/07/2014        |
| Canada  | SIDEWINDER & Design                                | Registered | 663,774    | 08/07/1990 | TMA393,908 | 02/07/1992 | N/A       | 02/07/2022        |
| USA     | STINGER & Design                                   | Registered | 74/153,367 | 04/02/1991 | 1,677,676  | 03/03/1992 | 22        | 03/03/2022        |
| USA     | TOTAL-TIE  | Registered | 74/448,654 | 10/19/1993 | 1,852,430  | 09/06/1994 | 22        | 09/06/2014        |
| USA     | TOTAL-TIE TYING<br>TWINE & Design                  | Registered | 74/448,659 | 10/19/1993 | 2,005,462  | 10/08/1996 | 22        | 10/08/2016        |
| Canada  | ULTIMA   | Registered | 662,757    | 07/24/1990 | TMA388,776 | 09/06/1991 | N/A       | 09/06/2021        |
| USA     | ULTIMA   | Registered | 73/733,441 | 06/10/1988 | 1,677,673  | 03/03/1992 | 06        | 03/03/2022        |
| USA     | XSR  | Registered | 78/102,724 | 01/15/2002 | 2,942,844  | 04/19/2005 | 22        | 04/19/2015        |

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