

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
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
RECEIVING PARTY DATA			
Name:	Heritage Farm Supply Group LLC		
Street Address:	11020 N. Ambassador Dr.		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64153		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3309167	COUNTRY MILE	
Registration Number:	3491948	COUNTRY MILE	
Registration Number:	3336641	COUNTRY MILE ANIMAL HEALTH	
Registration Number:	3920933	HERDSMAN	
Registration Number:	1989363	PET'S CORNER	
Registration Number:	1968463	PET'S CORNER QUALITY PET PRODUCTS	
Registration Number:	3624617	HERITAGE TRADING CO	
Registration Number:	3185001	HERITAGE TRADING CO	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	216-348-5744		
Email:	rbannan@mcdonaldhopkins.com		
Correspondent Name:	Robbie H. Bannan		
Address Line 1:	600 Superior Avenue, Suite 2100		
TRADEMARK			

CH \$215.00 3309167

Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	39299-00003
NAME OF SUBMITTER:	Robbie H. Bannan
SIGNATURE:	/Robbie H. Bannan/
DATE SIGNED:	09/03/2014
Total Attachments: 5 source=09 IP Assignment - Heritage#page1.tif source=09 IP Assignment - Heritage#page2.tif source=09 IP Assignment - Heritage#page3.tif source=09 IP Assignment - Heritage#page4.tif source=09 IP Assignment - Heritage#page5.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 Heritage Farm Supply Group LLC ("HFS") as successor-in-interest under the Purchase Agreement (defined below) to 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 HFS, 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 specifically exclude all trademarks owned by Bridon.

WHEREAS, pursuant to the Purchase Agreement, Sellers desire to assign and transfer to HFS, and HFS desires to acquire from Sellers, the portion of the 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 HFS, its successors, assigns and other legal representatives all of the Sellers' rights, titles and interests in and to the Intellectual Property including, without limitation, the Marks, 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 HFS's own sole and exclusive benefit, use and enjoyment, and for the use and enjoyment of HFS'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 Intellectual Property, including, but not limited to the Marks, with the right to sue for and collect the same for HFS'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 HFS in the Purchase Agreement with respect to the Intellectual Property, including, but not limited to, the Marks and other rights assigned above are incorporated herein by reference.

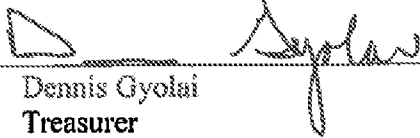
This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Sellers, Purchaser or HFS contained in the Purchase Agreement. In the event of 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 HFS may reasonably request.

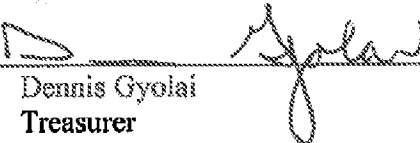
[signature page follows]

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

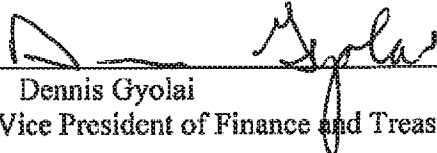
BRIDON CORDAGE LLC

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

**HERITAGE FARM SUPPLY GROUP LLC AS
SUCCESSOR-IN-INTEREST TO 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

**HERITAGE FARM SUPPLY GROUP LLC AS
SUCCESSOR-IN-INTEREST TO 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 Heritage Trading Company, LLC

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
USA	COUNTRY MILE	Registered	78/759,424	11/22/2005	3,309,167	10/09/2007	35	10/09/2017
USA	COUNTRY MILE & Design (Updated Logo)	Registered	77/368,567	01/10/2008	3,491,948	08/26/2008	35	08/26/2018
USA	COUNTRY MILE ANIMAL HEALTH	Registered	78/759,325	11/22/2005	3,336,641	11/13/2007	35	11/13/2017
Canada	HERDSMAN	Pending	1,512,856	01/27/2011			N/A	
USA	HERDSMAN	Registered	77/885,645	12/03/2009	3,920,933	02/15/2011	06,21	02/15/2021
Canada	PET'S CORNER	Registered	0,772,271	01/04/1995	TMA512,853	07/15/1999	N/A	07/15/2014
USA	PET'S CORNER	Registered	75/975,141	07/05/1994	1,989,363	07/23/1996	18,20	07/23/2016
USA	PET'S CORNER QUALITY PET PRODUCTS & Design	Registered	74/674,032	05/15/1995	1,968,463	04/16/1996	18	04/16/2016

Heritage Trading Company, LLC
Trademark Portfolio Report

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
USA	HERITAGE TRADING CO & Design	Registered	78/228,334	03/21/2003	3,624,617	05/19/2009	35	05/19/2019
USA	HERITAGE TRADING CO & Design	Registered	78/977,426	03/21/2003	3,185,001	12/12/2006	25	12/12/2016