

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM323060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Davisco Foods International, Inc.		08/08/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Agropur inc		
Street Address:	3500 East Destination Drive		
City:	Appleton		
State/Country:	WISCONSIN		
Postal Code:	54915		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2677798	BIOZATE	
Registration Number:	1438645	BIPRO	
Registration Number:	4089860	FOR A HEALTHY WHEY OF LIFE	
Registration Number:	4267031	FOR A HEALTHY WHEY OF LIFE	
Registration Number:	4278415	SCULPT	
Registration Number:	3249618	VERSAPRO	
Registration Number:	4093084	WHEY PROTEIN INSTITUTE FOR A HEALTHY WHE	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
<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:	312-832-4500		
Email:	mjbrown@foley.com,jolsen@foley.com		
Correspondent Name:	Marshall J. Brown		
Address Line 1:	321 orth Clark Street, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	067964-1030 & OTHERS		
NAME OF SUBMITTER:	Marshall J. Brown		
SIGNATURE:	/marshall j brown/		

OP \$190.00 2677798

DATE SIGNED:	11/12/2014
Total Attachments: 6 source=073 US Trademark Assignment#page1.tif source=073 US Trademark Assignment#page2.tif source=073 US Trademark Assignment#page3.tif source=073 US Trademark Assignment#page4.tif source=073 US Trademark Assignment#page5.tif source=073 US Trademark Assignment#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is effective and entered into on this 8th day of August, 2014, by and between Davisco Foods International, Inc., a Minnesota corporation having an address of 704 North Main Street, Le Sueur, Minnesota 56058 (“Assignor”) and Agropur inc. a Wisconsin corporation having an address of 3500 East Destination Drive, Appleton, Wisconsin 54915 (“Assignee”).

WHEREAS, Assignor is the current owner of the trademarks listed on the attached Exhibit A (the “Marks”);

WHEREAS, Assignor desires to sell, transfer, convey, assign, and deliver to Assignee, and Assignee desires to purchase and accept from Assignor all of Assignor’s right, title and interest in and to the Marks, including any registrations and applications for registration thereof, together with the goodwill and that portion of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases and accepts, Assignor’s right, title and interest in and to said Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the state of Minnesota, the United of America and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the Marks are used.

The Commissioner for Trademarks of the United States of America and the Office of the Minnesota Secretary of State are hereby authorized to record the transfer of title to the registrations listed on Exhibit A to said Assignee in accordance herewith.

Assignor agrees to execute and deliver, at the reasonable request of Assignee, all papers, instruments, and assignments, and to perform any other acts Assignee may reasonably require in order to vest all of Assignor’s right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement may be executed in counterpart copies and receipt by facsimile or electronic transmission of executed copies will be legally binding.

Davisco Foods International, Inc.

Date: _____

By: _____
Name: Jonathon Davis
Title: President and Chief Executive Officer

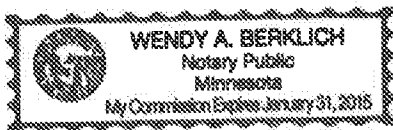
By: _____
Name: James T. Ward
Title: Vice President and Chief Financial Officer

State of Minnesota)

ss.)

County of Hennepin)

On this 31st day of July, 2014, before me, a notary public in and for said county, appeared the above named persons, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and they acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.



Wendy A. Berklich
Notary Public

My Commission Expires: 1-31-15

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Agropur inc.

Date: _____

By: *Doug Simon*
Name: Doug Simon
Title: President

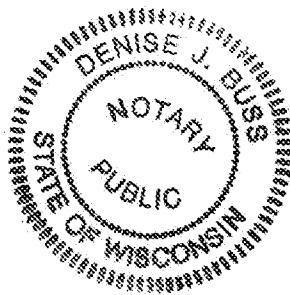
By: _____
Name: Lorraine Bedard
Title: Secretary

State of Wisconsin)

ss.)

County of Calumet)

On this _____ day of _____, 2014, before me, a notary public in and for said county, appeared the above named persons, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and they acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.







Denise J. Buss
Notary Public

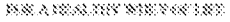
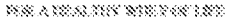

My Commission Expires: Dec. 4, 2016


[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

EXHIBIT A

Schedule of Trademarks

Trademark	Application Number	Registration Number	Registration Date	Jurisdiction
BIO and Design 	73/473,740	1,353,083	August 6, 1985	United States of America
BIOZATE	76/394,506	2,677,798	January 21, 2003	United States of America
BIOZATE HYDROLYZED WP1 and Design 	76/128,739	N/A	N/A	United States of America
BIOZATE and Design <i>BioZate</i> 	76/395,078	2,674,962	January 14, 2003	United States of America
BIPRO	73/467,894	1,438,645	May 5, 1987	United States of America
BIPRO	75/300,742	N/A	N/A	United States of America
BIPRO THE ORIGINAL & PATENTED ION-EXCHANGE WHEY PROTEIN and Design  THE ORIGINAL & PATENTED ION-EXCHANGE WHEY PROTEIN	75/467,011	2,292,247	November 16, 1999	United States of America

Trademark	Application Number	Registration Number	Registration Date	Jurisdiction
FOR A HEALTHY WHEY OF LIFE 	85/195,243	4,089,860	January 24, 2012	United States of America
FOR A HEALTHY WHEY OF LIFE 	85/500,902	4,267,031	January 1, 2013	United States of America
HIPRO	77/433,770	N/A	N/A	United States of America
HIPRO	75/300,748	N/A	N/A	United States of America
INTERNATIONAL WHEY PROTEIN INSTITUTE	76/189,654	N/A	N/A	United States of America
LEADING THE WHEY (Stylized) Leading the Whey	76/175,950	N/A	N/A	United States of America
SCULPT	85/521,438	4,278,415	January 22, 2013	United States of America
VERSA PRO DAVISCO INTERNATIONAL INC. and Design 	74/067,032	1,666,853	December 3, 1991	United States of America
VERSAPRO	78/946,632	3,249,618	June 5, 2007	United States of America
VERSAPRO	75/300,743	2,155,020	May 5, 1998	United States of America
VERSAPRO C	75/300,744	2,156,884	May 12, 1998	United States of America
VERSAPRO D	75/300,745	2,156,885	May 12, 1998	United States of America
VERSAPRO M	75/300,747	2,156,887	May 12, 1998	United States of America

Trademark	Application Number	Registration Number	Registration Date	Jurisdiction
VERSAPRO N	75/300,746	2,156,886	May 12, 1998	United States of America
VERSAPRO S	75/300,749	2,156,888	May 12, 1998	United States of America
WHEY OF LIFE	76/178,935	N/A	N/A	United States of America
WHEY PROTEIN INSTITUTE	76/146,722	N/A	N/A	United States of America
WHEY PROTEIN INSTITUTE FOR A HEALTHY WHEY OF LIFE and Design 	85/191,144	4,093,084	January 31, 2012	United States of America
WHEY PROTEIN INSTITUTE	N/A	30433	October 17, 2000	Minnesota