

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCDC, Inc. dba Heinold Feeds		10/10/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Heinold Feed Company, LLC		
Street Address:	207 E. Mentor St.		
City:	Kouts		
State/Country:	INDIANA		
Postal Code:	46347		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1114360	SQUARE DEAL	
Registration Number:	2501430	HEINOLD	
Registration Number:	1936877	DOC'S RABBIT ENHANCER	
CORRESPONDENCE DATA			
Fax Number:	2194641166		
<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:	2194624999		
Email:	domenica@hartmanglobal-ip.com		
Correspondent Name:	Hartman Global IP Law		
Address Line 1:	2621 Chicago St., Suite A		
Address Line 4:	Valparaiso, INDIANA 46383		
ATTORNEY DOCKET NUMBER:	B0-3184		
NAME OF SUBMITTER:	Domenica N.S. Hartman		
SIGNATURE:	/Domenica N.S. Hartman/		
DATE SIGNED:	12/19/2014		
Total Attachments: 4			
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated October 10, 2011, by and between PCDC, INC., d/b/a/ HEINOLD FEEDS, an Indiana corporation ("Seller") and HEINOLD FEED COMPANY, LLC, an Indiana Limited Liability Company ("Buyer").

RECITALS

WHEREAS, Seller is engaged in the business of manufacturing, selling, and distributing animal feeds from its manufacturing facilities, including the facility and operations located in Kouts, Indiana; and

WHEREAS, the Seller desires to sell and Buyer desires to purchase substantially all of the assets of Seller related to its Kouts Facilities and operations (the "Business") on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Generally. On the terms and subject to the conditions of this Agreement, Seller agrees to sell, transfer, convey, and deliver to Buyer, and Buyer agrees to purchase from Seller, on and as of the Closing Date (as defined in Section 4 hereof), all property and assets of Seller related exclusively to the Business other than the Excluded Assets (as defined in Section 1.2 hereof). The property and assets related exclusively to the Business and to be transferred to Buyer (the "Assets") shall include without limitation the following:

(a) The livestock feed manufacturing facilities of Seller located in Kouts, Indiana, including the real property described in Exhibit A hereto (the "Real Estate"), together with all buildings, structures, installations, fixtures, and other improvements situate there on and all easements, rights of way, and other rights, interests and appurtenances of Seller therein or thereunto pertaining (hereinafter collectively referred to as the "Facilities");

(b) All machinery, equipment, tools, dies, motor vehicles, trailers, rolling stock, spare parts, accessories, supplies, office equipment, furniture and furnishings, and other miscellaneous tangible personal property located at the Facilities (exclusive of those items described in clauses (d) and (e) hereof) owned by Seller including, without limitation, the items listed on Exhibit B hereto (herein collectively referred to as the "Equipment");

(c) All rights of Seller under any warranty or guarantee by any manufacturer, supplier, or other previous transferor or vendor of the Assets;

(d) All merchantable, usable and non-obsolete packaging materials of the Business, including, without limitation, any packaging materials owned by Seller but stored on the premises of vendors or manufacturers (the "Packaging Materials");

- (e) All merchantable, usable and non-obsolete inventory of the Business (including ingredients in raw form, work in process, and finished goods), including without limitation inventory at the Facilities, and the Leased Real Estate (as defined in Section 11.12) (the "Inventory");
- (f) All rights of Seller under contracts and agreements related exclusively to the Business pursuant to which Seller has agreed to purchase or sell, as the case may be, inventory after the Closing Date (the "Inventory Contracts");
- (g) All rights of Seller under purchase orders, other than Inventory Contracts, issued by Seller and related exclusively to the Business ("Purchase Orders"), including, the Purchase Orders identified in Exhibit C hereto;
- (h) All rights of Seller under any contracts, indentures, guarantees, leases, commitments, or other agreements related exclusively to the Business (exclusive of those contracts describe in clauses (f) and (g) hereof), including, , those identified in Exhibit D hereto (the "Other Contracts");
- (i) All rights of Seller in any copyrights, patents, trademarks, trade names, logos, trade secrets, inventions, know how, proprietary processes, specifications, formulas, and other intellectual property related exclusively to the Business, together with pending applications for any of the foregoing, including without limitation those identified in Exhibit E hereto which were acquired by Seller from Heindold Feeds, Inc., or are utilized in the operation of the Business;
- (j) All other general intangibles of Seller related exclusively to the Business;
- (k) All rights of Seller under any franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies related exclusively to the Business, including, without limitation, the licenses and permits listed on Exhibit F hereto; and
- (l) All sales records, purchase records, customer lists, supplier lists, advertising and promotional materials, production records and other records; all deeds and other instruments, maps, and profiles; all real estate and engineering data, blueprints and other property records; all records regarding the Occupational Safety and Health Act ("OSHA") and other governmental examinations and clearances; and all personnel records, subject to any privacy rights and consent of employee; each of the foregoing only to the extent related exclusively to the Business provided; however, that Seller may make and retain copies of any records transferred to Buyer.

Except as hereinafter specifically provided, the Assets will be transferred by Seller to Buyer in accordance with this Agreement free and clear of all liens, security interests, or encumbrances, other than (i) liens for taxes not yet due and payable, and (ii) other liens, charges or encumbrances incidental to the conduct of the Business in the ordinary course or the ownership of the Assets which were not incurred in connection with the borrowing of money or the obtaining of advances or credit and which do not in the aggregate materially detract from the

EXHIBIT E

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
1. SHOW RESULTS	Federal Registration No. 1,508,477
2. SQUARE DEAL	Federal Registration No. 1,114,360
3. Heinold	Federal Registration No. 2,501,430 Canadian Registration No. TMA 568,591 Japanese Registration No. 4,435,619
4. Heinold Feeds (Not Registered)	Federal Registration No. 1,931,877
5. D&C's Rabbit Enhancer	