

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Cooperatives, Inc.		04/27/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Whitaker Distribution, Inc.		
Street Address:	303 35th Street		
Internal Address:	# 200		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23451		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3743062	EXCLAIM	
Registration Number:	4099946	CROSSLINK	
Registration Number:	3743061	AIRLINK	
CORRESPONDENCE DATA			
Fax Number:	9198314484		
<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:	9198314490		
Email:	sbowers@jordanprice.com		
Correspondent Name:	E. Scott Bowers, IV		
Address Line 1:	1951 Clark Avenue		
Address Line 4:	Raleigh, NORTH CAROLINA 27605		
NAME OF SUBMITTER:	E. Scott Bowers, IV		
SIGNATURE:	/E. Scott Bowers, IV/		
DATE SIGNED:	05/04/2015		
Total Attachments: 14			
source=Bill of Sale and Order Approving Sale 5.4.15#page1.tif			

OP \$90.00 3743062

source=Bill of Sale and Order Approving Sale 5.4.15#page2.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page3.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page4.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page5.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page6.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page7.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page8.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page9.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page10.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page11.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page12.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page13.tif
source=Bill of Sale and Order Approving Sale 5.4.15#page14.tif

EXECUTION VERSION

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is executed as of April 27, 2015 (the "Effective Date"), by and between **Universal Cooperatives, Inc.** and **Universal Crop Protection Alliance, LLC** ("Sellers"), and **Whitaker Distribution, Inc.** ("Buyer") (each of the foregoing, individually, a "Party" and collectively, the "Parties").

WHEREAS, on May 11, 2014, Universal Cooperatives, Inc. ("Universal") and certain of Universal's other subsidiaries (each, a "Debtor" and collectively, the "Debtors") each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, on October 22, 2014, the Bankruptcy Court entered the *Order (I) Authorizing and Approving Procedures to Sell, Lease or Otherwise Dispose of Certain Residual Assets, (II) Authorizing the Retention of Brokers and Other Sales Agents, and (III) Waiving the Requirements of Local Bankruptcy Rule 2016-2* [Docket No. 562] (the "Procedures Order"), authorizing the Debtors to sell, lease or dispose of certain residual assets (collectively, the "Residual Assets") pursuant to the procedures set forth in the Procedures Order; and

WHEREAS, Buyer desires to buy, and Sellers desire to sell, all of Sellers' right, title and interest to those residual assets described on Exhibit A hereto (the "Purchased Assets") in accordance with the Procedures Order and the terms of this Bill of Sale.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Purchase Price; Payment. The purchase price for the Purchased Assets (the "Purchase Price") shall be equal to Ten Thousand and no/100 Dollars (\$10,000.00), which Buyer shall pay Sellers on the date hereof in the form of a certified check or a wire transfer, in each case in accordance with payment instructions separately delivered by Sellers to Buyer. All of the transactions set forth in this Bill of Sale are subject to Sellers' receipt of the Purchase Price; in the event that the Purchase Price is not received by Sellers, any purported transfer of assets or rights pursuant to this Bill of Sale shall be deemed void and of no further effect.

2. Assets Being Transferred. Subject to the terms and conditions of this Bill of Sale, Sellers hereby sell, transfer, convey, assign and deliver to Buyer, and Buyer hereby purchases and accepts, all of Sellers' right, title and interest to those assets set forth on Exhibit A hereto (the "Purchased Assets"), to have and to hold the Purchased Assets unto Buyer, its successors and assigns forever.

3. "As-Is, Where-Is" Transaction; No Representations and Warranties. Sellers are selling, and Buyer is buying, the Purchased Assets on an "as-is, where-is" basis. Sellers make no representations or warranties, express or implied, with respect to any of the Purchased Assets, nor is Buyer relying on any such representations or warranties in entering into this Bill of Sale or performing its obligations hereunder.

4. **Third-Party Consents.** To the extent that any Purchased Asset is not capable of being transferred by Sellers to Buyer pursuant to this Bill of Sale without the consent, approval or waiver of a third Person, and such consent, approval or waiver has not been obtained as of the Effective Date, or if such transfer or attempted transfer would constitute a breach of any license or a violation of any law, regulation, or order, nothing in this Bill of Sale will constitute a transfer or an attempted transfer thereof.

5. **Further Assurances.** From time to time during the period beginning on the Effective Date and ending on the earlier of (a) the date upon which a plan of liquidation is confirmed by the Bankruptcy Court; and (b) December 31, 2015 (the "Post-Closing Cooperation Period"), at Buyer's request and without further consideration, Sellers shall use their commercially reasonable efforts, with Buyer's cooperation, to execute and deliver to Buyer such documents, instruments and consents, and to obtain such consents, approvals and waivers described in Section 4, as are required to consummate more effectively the transactions contemplated hereby and to vest in Buyer good, valid and marketable title to the Purchased Assets.

6. **Entire Agreement.** This Bill of Sale embodies the entire agreement between the Parties with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.

7. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **Headings.** The headings in this Bill of Sale are inserted for convenience only and shall not constitute a part hereof.

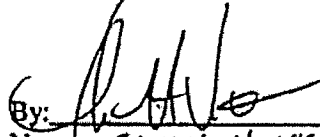
[Remainder of page intentionally left blank. Signature page follows.]

EXECUTION VERSION

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale to be effective as of the date first set forth above.

SELLERS:

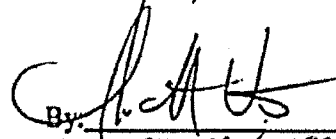
UNIVERSAL COOPERATIVES, INC.

By: 

Name: THOMAS H. VICKER

Title: PRESIDENT

UNIVERSAL CROP PROTECTION
ALLIANCE, LLC

By: 

Name: THOMAS H. VICKER

Title: PRESIDENT/CHIEF MANAGER

BUYER:

WHITAKER DISTRIBUTION, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale to be effective as of the date first set forth above.

SELLERS:

UNIVERSAL COOPERATIVES, INC.

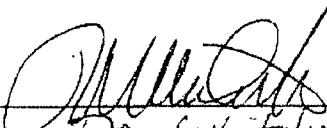
By: _____
Name:
Title:

**UNIVERSAL CROP PROTECTION
ALLIANCE, LLC**

By: _____
Name:
Title:

BUYER:

WHITAKER DISTRIBUTION, INC.

By: 
Name: Don Whitaker
Title: President

[Signature Page to Bill of Sale]

EXECUTION VERSION

EXHIBIT A

Purchased Assets

The Purchased Assets consist only of Seller's right, title and interest to use the following trade names and trademarks in connection with agricultural adjuvants for use with herbicides, insecticides, and pesticides, including any applicable trademark registrations (the "Names"):

1. AIRLINK
2. CROSSLINK
3. EXCLAIM

For the avoidance of doubt, the Purchased Assets do not include any rights relating to the products with which the Names are associated (for example, (a) any physical products or inventory and (b) any proprietary rights relating to formulas, trade secrets, or patentable inventions or discoveries).

[Exhibit A to Bill of Sale]

4821-9938-6914.2

TRADEMARK
REEL: 005508 FRAME: 0981

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Universal Cooperatives, Inc., *et al.*¹
Debtors.

Chapter 11

Case No. 14-11187 (MFW)

Jointly Administered

Ref. Docket Nos. 884 & 927

**ORDER PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE
APPROVING SALE OF ADJUVANT NAMES AND RELATED ASSETS**

Upon consideration of the certification of counsel (the "Certification") filed by Universal Cooperatives, Inc. ("Universal") and its affiliated debtors and debtors in possession in the above-captioned cases (each, a "Debtor" and collectively, the "Debtors") on April 23, 2015; and the Certification having been filed pursuant to paragraph 2(a)(vii) of that certain *Order (I) Authorizing and Approving Procedures to Sell, Lease or Otherwise Dispose of Certain Residual Assets, (II) Authorizing the Retention of Brokers and Other Sales Agents, and (III) Waiving the Requirements of Local Bankruptcy Rule 2016-2* [Docket No. 562] (the "Residual Asset Procedures Order"),² entered on October 22, 2014; and the Debtors having filed a Transaction Notice [Docket No. 884] pursuant to the Residual Asset Procedures Order and served the same on the Notice Parties; and the Debtors having provided notice that the Debtors proposed to transfer to Whitaker Distribution, Inc. ("Purchaser") certain Adjuvant Names (as defined in the Transaction Notice) and related assets owned by Universal and Debtor Universal Crop Protection Alliance, LLC, pursuant to and in accordance with the terms of that certain Bill

¹ The Debtors and the last four digits of their federal tax identification number are: Universal Cooperatives, Inc. (2405); Heritage Trading Company, LLC (0512); Bridon Cordage LLC (0985); Universal Crop Protection Alliance, LLC (1532); Agrilon International, LLC (7234); and Pavalon, Inc. (1433). The location of the corporate headquarters for each of the Debtors is P.O. Box 21327, Eagan, MN 55121.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Residual Asset Procedures Order.

of Sale (a copy of which is attached hereto as Exhibit A) (the "Bill of Sale"); and the Debtors having represented in the Certification that there were no Transaction Objections received by the Debtors or the Committee; and the Debtors having been previously granted the authority to sell, lease, or otherwise dispose of the Residual Assets in accordance with the Residual Asset Procedures Order; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to consider the Certification in accordance with 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(N). Venue of this proceeding is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and legal predicates for the relief provided for herein are sections 105(a) and 363 of the Bankruptcy Code.

D. The Debtors have demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Rule 2002-1(b) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court of the District of Delaware and all other interested parties.

E. Purchaser is a good-faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code and is therefore entitled to the full protection of that provision and otherwise accorded to a good faith purchaser under applicable non-bankruptcy law.

F. The Bill of Sale was negotiated, proposed, and entered into by the Parties

without collusion, in good faith, and from arm's-length bargaining positions, and neither Purchaser nor any of Purchaser's affiliates is an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

G. The Debtors have the corporate power and authority to execute and deliver the Bill of Sale and documents related thereto, and to consummate the transaction contemplated by the Bill of Sale.

H. Entry of this Order is in the best interests of the Debtors, their estates and creditors and all other interested parties; and therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

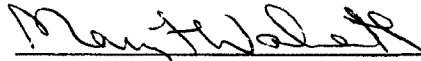
1. The Debtors are authorized to enter into and perform under the Bill of Sale, which is approved in all respects.

2. The Debtors may sell and/or assign the assets conveyed by the Bill of Sale to Purchaser, and such conveyance shall be free and clear of any liens, claims, interests, and encumbrances in accordance with section 363 of the Bankruptcy Code.

3. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the terms of the Bill of Sale.

4. The Court shall retain jurisdiction to hear and determine all matters arising from implementation of this Order.

Dated: April 24, 2015
Wilmington, Delaware



Mary F. Walrath
United States Bankruptcy Judge

Exhibit A

Bill of Sale

01:16974898.1

EXECUTION VERSION

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is executed as of April __, 2015 (the "Effective Date"), by and between **Universal Cooperatives, Inc.** and **Universal Crop Protection Alliance, LLC** ("Sellers"), and **Whitaker Distribution, Inc.** ("Buyer") (each of the foregoing, individually, a "Party" and collectively, the "Parties").

WHEREAS, on May 11, 2014, Universal Cooperatives, Inc. ("Universal") and certain of Universal's other subsidiaries (each, a "Debtor" and collectively, the "Debtors") each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, on October 22, 2014, the Bankruptcy Court entered the *Order (I) Authorizing and Approving Procedures to Sell, Lease or Otherwise Dispose of Certain Residual Assets, (II) Authorizing the Retention of Brokers and Other Sales Agents, and (III) Waiving the Requirements of Local Bankruptcy Rule 2016-2* [Docket No. 562] (the "Procedures Order"), authorizing the Debtors to sell, lease or dispose of certain residual assets (collectively, the "Residual Assets") pursuant to the procedures set forth in the Procedures Order; and

WHEREAS, Buyer desires to buy, and Sellers desire to sell, all of Sellers' right, title and interest to those residual assets described on Exhibit A hereto (the "Purchased Assets") in accordance with the Procedures Order and the terms of this Bill of Sale.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Purchase Price; Payment.** The purchase price for the Purchased Assets (the "Purchase Price") shall be equal to Ten Thousand and no/100 Dollars (\$10,000.00), which Buyer shall pay Sellers on the date hereof in the form of a certified check or a wire transfer, in each case in accordance with payment instructions separately delivered by Sellers to Buyer. All of the transactions set forth in this Bill of Sale are subject to Sellers' receipt of the Purchase Price; in the event that the Purchase Price is not received by Sellers, any purported transfer of assets or rights pursuant to this Bill of Sale shall be deemed void and of no further effect.

2. **Assets Being Transferred.** Subject to the terms and conditions of this Bill of Sale, Sellers hereby sell, transfer, convey, assign and deliver to Buyer, and Buyer hereby purchases and accepts, all of Sellers' right, title and interest to those assets set forth on Exhibit A hereto (the "Purchased Assets"), to have and to hold the Purchased Assets unto Buyer, its successors and assigns forever.

3. **"As-Is, Where-Is" Transaction; No Representations and Warranties.** Sellers are selling, and Buyer is buying, the Purchased Assets on an "as-is, where-is" basis. Sellers make no representations or warranties, express or implied, with respect to any of the Purchased Assets, nor is Buyer relying on any such representations or warranties in entering into this Bill of Sale or performing its obligations hereunder.

4. **Third-Party Consents.** To the extent that any Purchased Asset is not capable of being transferred by Sellers to Buyer pursuant to this Bill of Sale without the consent, approval or waiver of a third Person, and such consent, approval or waiver has not been obtained as of the Effective Date, or if such transfer or attempted transfer would constitute a breach of any license or a violation of any law, regulation, or order, nothing in this Bill of Sale will constitute a transfer or an attempted transfer thereof.

5. **Further Assurances.** From time to time during the period beginning on the Effective Date and ending on the earlier of (a) the date upon which a plan of liquidation is confirmed by the Bankruptcy Court; and (b) December 31, 2015 (the "Post-Closing Cooperation Period"), at Buyer's request and without further consideration, Sellers shall use their commercially reasonable efforts, with Buyer's cooperation, to execute and deliver to Buyer such documents, instruments and consents, and to obtain such consents, approvals and waivers described in Section 4, as are required to consummate more effectively the transactions contemplated hereby and to vest in Buyer good, valid and marketable title to the Purchased Assets.

6. **Entire Agreement.** This Bill of Sale embodies the entire agreement between the Parties with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.

7. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **Headings.** The headings in this Bill of Sale are inserted for convenience only and shall not constitute a part hereof.

[Remainder of page intentionally left blank. Signature page follows.]

EXECUTION VERSION

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale to be effective as of the date first set forth above.

SELLERS:

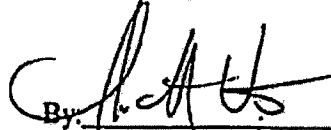
UNIVERSAL COOPERATIVES, INC.

By: 

Name: THOMAS H. VICKER

Title: PRESIDENT

UNIVERSAL CROP PROTECTION
ALLIANCE, LLC

By: 

Name: THOMAS H. VICKER

Title: PRESIDENT/CHIEF MANAGER

BUYER:

WHITAKER DISTRIBUTION, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale to be effective as of the date first set forth above.

SELLERS:

UNIVERSAL COOPERATIVES, INC.

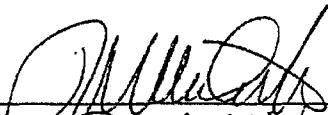
By: _____
Name:
Title:

**UNIVERSAL CROP PROTECTION
ALLIANCE, LLC**

By: _____
Name:
Title:

BUYER:

WHITAKER DISTRIBUTION, INC.

By: 
Name: *Don Whitaker*
Title: *President*

[Signature Page to Bill of Sale]

EXECUTION VERSION

EXHIBIT A

Purchased Assets

The Purchased Assets consist only of Seller's right, title and interest to use the following trade names and trademarks in connection with agricultural adjuvants for use with herbicides, insecticides, and pesticides, including any applicable trademark registrations (the "Names");

1. AIRLINK
2. CROSSLINK
3. EXCLAIM

For the avoidance of doubt, the Purchased Assets do not include any rights relating to the products with which the Names are associated (for example, (a) any physical products or inventory and (b) any proprietary rights relating to formulas, trade secrets, or patentable inventions or discoveries).

[Exhibit A to Bill of Sale]

4821-9938-6914.2