

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ridley US Holdings Inc.		09/02/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ridley USA Inc.		
Street Address:	424 N. Riverfront Drive		
City:	Mankato		
State/Country:	MINNESOTA		
Postal Code:	56002		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3681130	RUNNER'S RHYTHM	
CORRESPONDENCE DATA			
Fax Number:	8598875106		
<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>			
Email:	tcooke@alltech.com		
Correspondent Name:	Alltech, Inc. Legal Department		
Address Line 1:	3031 Catnip Hill Road		
Address Line 4:	Nicholasville, KENTUCKY 40356		
NAME OF SUBMITTER:	Tyson Twait		
SIGNATURE:	/Tyson Twait/		
DATE SIGNED:	09/03/2015		
Total Attachments: 2			
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source=RUNNERS RYTHYM - TM Assignment (Executed) - Sep 2 2015#page2.tif			

OP \$40.00 3681130

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the 2nd day of September, 2015 ("Effective Date") by and between Ridley US Holdings Inc., a company incorporated under the laws of the State of Delaware, whose principal address is 424 N. Riverfront Drive, Mankato, MN 56002, USA ("Assignor") and Ridley USA Inc., an entity operating under the laws of the State of Minnesota, whose principal address is 424 N. Riverfront Drive, Mankato, MN 56002, USA ("Assignee").

WHEREAS, Assignor owns the trademark(s) identified in Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring said Trademarks and the federal trademark registrations and applications thereof.

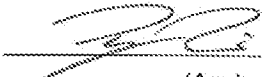
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows.

Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to said Trademarks, any and all registrations for such Trademarks in the United States and all countries throughout the world, and any and all applications for registration of such Trademarks in the United States and all countries throughout the world, said entire right, title, and interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment and transfer not been made, including, but not limited to, the rights to sue for past, present and future infringements, together with the goodwill of the Trademarks worldwide.

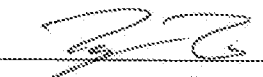
Assignor and Assignee agree that each will not do any act whatsoever conflicting with this Assignment and that each will at anytime upon request without further additional consideration execute such additional documents and perform all other acts necessary or desirable to perfect Assignee's entire right, title, and interest in and to and its enjoyment of the Trademarks worldwide.

Further Assignor and Assignee agree and request the Commissioner of Patents and Trademarks and the corresponding official in any country worldwide in which a registration for the Trademarks may be granted to grant said registration to Assignee, its successors, or assigns as the sole owner of the entire right, title, and interest in the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee intend this ASSIGNMENT to be effective as of the Effective Date.

By: 

(Assignor)

By: 

(Assignee)

Name: Tyson Twait

Name: Tyson Twait

Title: Secretary

Title: Secretary

EXHIBIT A

TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
RUNNER'S RHYTHM	77522801	15-Jul-2008	3681130	08-Sep-2009