

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David P Theis		10/05/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Midwest Research Swine, LLC		
Street Address:	1120 Lake Avenue		
City:	Fairmont		
State/Country:	MINNESOTA		
Postal Code:	56031		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4270588	MIDWEST RESEARCH SWINE	
Registration Number:	4535635	MRS. PORK	
Registration Number:	4266534	PIONEERS OF THE HIGH HEALTH STATUS HERD	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<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:	6126323357		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Jennifer C. Debrow		
Address Line 1:	P.O. Box 2906		
Address Line 2:	Gray Plant Mooty		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
NAME OF SUBMITTER:	Jennifer C. Debrow		
SIGNATURE:	/Jennifer C. Debrow/		
DATE SIGNED:	10/07/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of October 5, 2015 ("Effective Date"), by and between David P. Theis, a Minnesota resident individual ("Assignor"), and Midwest Research Swine, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used in this Assignment without definitions shall have the respective meanings set forth in the Purchase Agreement (defined below).

RECITALS:

A. Assignor and Assignee are parties to an Asset Purchase Agreement by and among Assignee, Midwest Research Swine, Inc., a Minnesota corporation, Midwest Porcine Recovery, LLC, a Minnesota limited liability company, Assignee and Terry Theis, Minnesota resident individuals, as Sellers, (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of the respective rights, title, and interest, including all associated goodwill, that Assignor has (or may be deemed to have) in and to all trademarks and service marks used by Assignor in the business, operations or other activities of Assignor, and all applications and registrations for said trademarks and service marks, including but not limited to those trademarks, service marks, registrations and applications listed on Exhibit A attached to and incorporated within in this Assignment (collectively, "Intellectual Property").

AGREEMENT:

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Effective as of the Effective Date, Assignor hereby sells, transfers, and assigns to Assignee all of Assignor's rights, title and interest, including all associated goodwill, in, to and under the trademarks set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby (the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past, present or future infringements of the Assigned Trademarks. Subject to Assignee's responsibility to file and record documents as provided below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.

2. **Filing and Recording Instruments of Transfer; Appointment of Attorney-in-Fact.**

(a) Filing. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

(b) Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

3. **Further Assurances.** Assignor agrees that he will upon request, and without further consideration: (1) do such things and execute such further documents as may be necessary or desirable to vest title in the Intellectual Property in Assignee; (2) do such things and execute such further documents as may be necessary or desirable to obtain, register and maintain the Intellectual Property; and (3) co-operate and assist Assignee in the prosecution of any legal or administration action or proceeding to defend or to enforce the Intellectual Property, including the furnishing of relevant evidence, documentation and testimony available to Assignor.

4. **Survival of Purchase Agreement Terms.** All representations, warranties, covenants, terms and conditions of the Purchase Agreement shall survive execution and delivery of this Assignment, as well as any and all other documents executed and delivered by a party in connection with the Closing under the Purchase Agreement, and all such representations, warranties, covenants, terms and conditions shall remain in full force and effect as provided in the Purchase Agreement, except only to the extent the requirement to transfer the Intellectual Property is satisfied by execution and delivery of this Assignment.

5. **Successors and Assigns.** This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Authority.** Each of the parties signing this Assignment hereby warrants and represents that it has the full legal power, authority and right to execute, deliver and perform the obligations under this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.

7. **Governing Law.** This Assignment shall be construed and enforced in accordance with the laws of the State of Minnesota, without giving effect to its conflict of laws principles.

8. **Conflicting Terms.** Nothing contained in this Assignment shall be construed to modify, amend or supersede any of the terms and conditions of the Purchase Agreement or limit, terminate or expand the rights, obligations, representations, warranties, covenants or agreements of the parties as set forth in the Purchase Agreement. In the event of a conflict, the Purchase Agreement shall govern.

9. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **Acceptance.** Assignee hereby accepts this Assignment.

[Signatures on Next Page.]

EXHIBIT "A" TO TRADEMARK ASSIGNMENT

MARK	Serial No./ Date Filed	Registration No. / Registration Date
MIDWEST RESEARCH SWINE	85339920/ June 7, 2011	4270588/ January 8, 2013
MRS. PORK	85772214/ November 6, 2012	4535635/ May 27, 2014
PIONEERS OF THE HIGH HEALTH STATUS HERD	85339717/ June 7, 2011	4266534/ January 1, 2013