

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moroni Feed Company		08/21/2015	Agricultural Cooperative Association: UTAH
RECEIVING PARTY DATA			
Name:	Norbest, LLC		
Street Address:	P.O. Box 890		
City:	Moroni		
State/Country:	UTAH		
Postal Code:	84646		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0797869	ROAST-RITE	
CORRESPONDENCE DATA			
Fax Number:	4023461148		
<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:	(402)231-8909		
Email:	trademarks@kutakrock.com		
Correspondent Name:	Patrick C. Stephenson		
Address Line 1:	1650 Farnam St.		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Patrick C. Stephenson		
SIGNATURE:	/Patrick C. Stephenson/		
DATE SIGNED:	10/19/2015		
Total Attachments: 6			
source=Norbest.Trademark Assignment Agreement#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made August 21, 2015 ("Effective Date") between MORONI FEED COMPANY, a Utah agricultural cooperative association organized under Title 3 of the Utah Code, ("Assignor") and NORBEST, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee"). The Assignee and the Assignor are hereinafter collectively referred to as the "Parties" and each may be individually referred to as a "Party."

RECITALS

WHEREAS, on or about August 17, 2015, Norbest, Inc., a wholly owned subsidiary of Assignor, was merged with and into Assignor, with Assignor being the surviving entity (the "Merger").

WHEREAS, pursuant to the Merger, Assignor, as successor in interest to Norbest, Inc., owns rights, title and interests in and to the trademarks set forth in Schedule 1, attached hereto and incorporated herein by this reference (each, a "Mark", and collectively, the "Marks").

WHEREAS, Assignee wishes to acquire all of Assignor's rights in and to the Marks and the goodwill associated with such Marks;

WHEREAS, the Parties agree that any use of the Marks by Assignor after the Effective Date, if any, shall be subject to terms to be mutually agreed to by and between the Parties at that time; and

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Assignment.

a) Assignor hereby assigns, transfers and conveys to Assignee, its Affiliates, successors, assigns or other legal representatives all right, title and interest in and to the Marks held by Assignor, together with the goodwill of the goods and/or services which are symbolized by the Marks, to be held and enjoyed by Assignee for its own use and benefit and for its Affiliates, successors, and assigns as the same would have been held by Assignor had the assignment not been made.

b) Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing as of the Effective Date. Upon reasonable request on or after the Effective Date by Assignee, Assignor will promptly execute and/or deliver

any such further documents necessary to register and perfect the interest of Assignee in and to the Marks.

c) Upon assignment, Assignee shall be solely responsible to maintain, renew, and perform all other obligations respecting the Marks.

2. Term and Termination.

a) This Agreement shall commence on the Effective Date and shall continue in perpetuity unless and until terminated as set forth herein.

b) In the event that either Party commits a breach of any term or condition of this Agreement, the other Party may terminate this Agreement in the event that the breaching Party does not cure such breach within thirty (30) business days after receiving written notice of such breach.

3. General Provisions.

a) The Parties agree that this Agreement shall be governed by the substantive laws of the State of Delaware, without regard to any such laws or regulations that may direct the application of the law of any other jurisdiction. Any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or any breach hereof or thereof shall be brought in State or Federal Courts of Delaware.

b) The headings used in this Agreement have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.

c) Nothing contained in this Agreement shall be construed to place the Parties in the relationship of legal representatives, partners, joint ventures, agents or fiduciaries, and no Party shall take any action nor incur any debts, obligations or liabilities in the name of the other.

d) No provisions of this Agreement will be waived by any Party except in writing. The Parties hereto agree that the waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or any other provision or condition of this Agreement.

e) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the Parties concerning such subject matter.

f) This Agreement may be executed in counterparts or duplicate originals and facsimile, electronic and digital copies of the Agreement, including properly executed PDF versions of the Agreement, shall be regarded as an original instrument by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the Effective Date.

MORONI FEED COMPANY

NORBEST, LLC

By: *M. T. Cook*

By: *M. T. Cook*

Name: *Matthew T. Cook*

Name: *Matthew T. Cook*

Title: *President & CEO*

Title: *President & CEO*

[signature page to Trademark Assignment Agreement]

SCHEDULE 1

Marks

Domestic Marks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
USPTO	2,467,640	July 10, 2001	URNS DIRT INTO SOIL
USPTO	4,368,464	July 16, 2013	NUTRI-MULCH
USPTO	4,367,846	July 16, 2013	
USPTO	2,524,406	January 1, 2002	
USPTO	2,324,819	February 29, 2000	SANPETE BBQ
USPTO	2,324,818	February 29, 2000	NORBEST HOME STYLE
USPTO	2,192,906	September 29, 1998	SIGNATURE CLASSICS
USPTO	3,056,571	January 31, 2006	TENDER TIMED
USPTO	837,264	October 17, 1967	TENDER-TIMED
USPTO	3,072,101	March 21, 2006	TENDER TIMER
USPTO	840,437	December 12, 1967	<i>Tender-Timer</i>
USPTO	1,046,938	August 24, 1976	FAMILY PRIDE
USPTO	1,075,622	October 18, 1977	NORBEST FAMILY TRADITION
USPTO	746,323	March 5, 1963	NORBEST
USPTO	1,039,802	May 18, 1976	NORBEST

USPTO	4,529,004	May 13, 2014	
USPTO	1,736,820	December 1, 1992	
USPTO	1,589,158	March 27, 1990	
USTPO	1,779,072	June 29, 1993	SWEETHEART
USPTO	4,517,891	April 22, 2014	
USPTO	4,571,764	July 22, 2014	TURKEY, AT ITS BEST
USPTO	4,514,811	April 15, 2014	PERFECT TURKEY EVERY TIME
USPTO	750,662	June 4, 1963	BUDGETWISE
USPTO	797,869	October 19, 1965	ROAST-RITE
USPTO	1,443,453	June 16, 1987	NOR-FRESH
USPTO	2,164,754	October 14, 1997	NORFRESH
USPTO	1,883,736	March 14, 1995	TASTI-TURK
USPTO	1,879,942	February 21, 1995	
USPTO	1,919,984	September 19, 1995	CENTER CUT
USPTO	1,697,824	June 30, 1992	PLYMOUTH PRIDE

USPTO	1,697,198	June 23, 1992	GOLDEN ROASTER
USPTO	1,156,859	June 2, 1981	POPS its button when done!

International Marks

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Canada	TMA165513	October 3, 1969	NORBEST
China	553370	May 29, 1990	NORBEST
Hong Kong	3994 OF 1991	April 18, 1990	NORBEST
Japan	1075058	July 14, 1974	NORBEST
Japan	3317006	May 30, 1997	NORBEST AND DESIGN
Japan	1116852	April 24, 1975	TENDER-TIMED
Korea	220720	September 3, 1991	NORBEST
Mexico	430300	September 25, 2002	FAMILY PRIDE
Mexico	430299	September 25, 1992	NORBEST
Mexico	450559	October 14, 2013	NORBEST AND DESIGN
Mexico	453124	December 15, 2013	TENDER-TIMED
Mexico	452580	December 15, 2013	TENDER-TIMER
Panama	87956	June 3, 2007	NORBEST
Russia	130831	May 5, 1994	NORBEST
Singapore	T9003000F	April 27, 1990	NORBEST
United Arab Emirates	Pending	Pending	NORBEST
Venezuela	P176029	June 5, 1996	FAMILY PRIDE
Venezuela	P176029	June 5, 1995	NORBEST
Vietnam	Pending	Pending	NORBEST