

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363615

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Function O Foods, LLC		11/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Agspring, LLC		
<b>Street Address:</b>	5250 West 116th Place		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Leawood		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66211		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4839807	FIREBIRD ARTISAN MILLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102607139		
<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>			
<b>Phone:</b>	3105762239		
<b>Email:</b>	rglancaster@bryancave.com		
<b>Correspondent Name:</b>	Robert G. Lancaster		
<b>Address Line 1:</b>	120 Broadway		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90401		
<b>ATTORNEY DOCKET NUMBER:</b>	0382933		
<b>NAME OF SUBMITTER:</b>	Robert G. Lancaster		
<b>SIGNATURE:</b>	/Robert G. Lancaster/		
<b>DATE SIGNED:</b>	11/24/2015		
<b>Total Attachments: 8</b>			
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**TRADEMARK AND DOMAIN NAMES ASSIGNMENT AGREEMENT**

**THIS TRADEMARK AND DOMAIN NAMES ASSIGNMENT** (the “**Assignment**”), effective as of November 23, 2015 (the “**Effective Date**”), is hereby entered into by and between Function O Foods, LLC, a Delaware limited liability company (“**Assignor**”), and Agspring, LLC, a Delaware limited liability company (“**Assignee**”).

**RECITALS**

**WHEREAS**, prior to the Effective Date, Assignor owned, adopted and used the trademarks listed in Schedule A in the United States of America and owned other transferable rights associated with these trademarks, including, but not limited to, the goodwill of the business associated with said marks (the “**Trademarks**”);

**WHEREAS**, prior to the Effective Date, Assignor owned, registered, and used the domain names listed in Schedule B in the United States of America and owned other transferable rights associated with these domain names, including, but not limited to, the goodwill of the business associated with said domain names (the “**Domain Names**”); and

**WHEREAS**, pursuant to the terms of the Redemption Agreement entered into as of September 18, 2015 by and among, Assignor, Assignee, Dennis M. Krause, Todd A. Henning and Steve Peterson, Assignor desires to convey, and Assignee desires to acquire, all right, title and interest in and to the Trademarks and Domain Names, and all goodwill associated therewith, and all registrations, and common law rights therein;

**NOW THEREFORE**, in consideration of the sum of Ten Dollars, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1. Assignment.** Assignor does hereby convey, assign and transfer to Assignee, its successors and assigns, and Assignee hereby accepts, all of its and its affiliates’ right, title, and interest, in the United States of America, in, to and under said Trademarks and Domain Names,

including but not limited to all goodwill associated therewith, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Trademarks and Domain Names.

**2. Recordation and Further Actions.** Assignor hereby agrees to record and register this Assignment with the Commissioner for Trademarks in the United States Patent and Trademark Office. Additionally, Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademarks and Domain Names, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademarks and Domain Names pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademarks and Domain Names. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Trademarks and Domain Names to Assignee, or any assignee or successor thereto.

**3. Transfer of the registrations of the Domain Names.** Assignor agrees to immediately effect the transfer of the registrations of the Domain Names, utilizing the New Registrant Information set forth in Schedule C, also attached hereto. Assignor further agrees that, subsequent to effecting the transfers, it will not file with GoDaddy or any other registrar any form or communication challenging this Assignment.

**4. Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when

taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or electronic mail transmission (e.g., in .PDF format) will constitute effective execution and delivery of this Assignment as to the Assignor and Assignee and may be used in lieu of the original Assignment for all purposes. Signatures of the Assignor and Assignee transmitted by facsimile or electronic mail (e.g., in .PDF format) will be deemed to be their original signatures for any purpose whatsoever.

**5. Governing Law.** This Assignment and the performance of the transactions and the obligations of the parties hereunder will be governed by and construed and enforced in accordance with the laws of the state of Delaware, without giving effect to any choice of law principles that would direct the application of the law of another jurisdiction.

*[Signature Page Follows]*

WHEREFORE, the parties have caused this Assignment to be duly executed as of the Effective Date by their respective duly authorized officers.

**FUNCTION O FOODS, LLC**

By:  \_\_\_\_\_

Name: Brad Clark

Title: President

**AGSPRING, LLC**

By:  \_\_\_\_\_

Name: Brad Clark

Title: President

**Schedule A**

<b>Trademark</b>	<b>Registration No./Date</b>	<b>Goods/Services</b>
<b>FIREBIRD ARTISAN MILLS</b>	4839807 October 27, 2015	IC 030. Flour and flour products, namely, blends of flour made from two or more grains, such as wheat, rice, mullet, tapioca or quinoa.

**Schedule B**

	<b>Domain Name</b>	<b>Reg. Date</b>	<b>Expiration Date</b>	<b>Registrant Name</b>	<b>Registrant Organization</b>
1.	Agforce.co	1/8/2015	1/7/2016	Jennifer Trupka	FunctionO
2.	Agforce.info	1/8/2015	1/8/2016	Jennifer Trupka	FunctionO
3.	Agforcelogistics.com	1/8/2015	1/8/2016	Jennifer Trupka	FunctionO
4.	Agforcelogistics.info	1/8/2015	1/8/2016	Jennifer Trupka	FunctionO
5.	Agforcelogistics.net	1/8/2015	1/8/2016	Jennifer Trupka	FunctionO
6.	Agforcelogistics.org	1/8/2015	1/8/2016	Jennifer Trupka	FunctionO
7.	Agforces.com	1/8/2015	1/8/2016	Jennifer Trupka	FunctionO
8.	Agspring.biz	2/25/2012	2/24/2016	Jennifer Trupka	FunctionO
9.	Agspring.us	2/25/2012	2/24/2016	Jennifer Trupka	FunctionO
10.	Agspring.com	2/25/2012	2/25/2016	Jennifer Trupka	FunctionO
11.	Agspring.info	2/25/2012	2/25/2016	Jennifer Trupka	FunctionO
12.	Agspring.mobi	2/25/2012	2/25/2016	Jennifer Trupka	FunctionO
13.	Agspring.org	2/25/2012	2/25/2016	Jennifer Trupka	FunctionO
14.	Thresherwheat.com	2/26/2014	2/26/2016	Jennifer Trupka	FunctionO
15.	Thresherwheat.info	2/26/2014	2/26/2016	Jennifer Trupka	FunctionO
16.	Thresherwheat.net	2/26/2014	2/26/2016	Jennifer Trupka	FunctionO
17.	Thresherwheat.org	2/26/2014	2/26/2016	Jennifer Trupka	FunctionO
18.	Agspring.co	3/19/2014	3/18/2016	Jennifer Trupka	FunctionO
19.	Agspring.com.ve	3/19/2014	3/18/2016	Jennifer Trupka	FunctionO
20.	Agspring.gs	3/19/2014	3/18/2016	Jennifer Trupka	FunctionO
21.	Agspring.com.pe	3/19/2014	3/19/2016	Jennifer Trupka	FunctionO
22.	Agspring.com.br	3/21/2014	3/20/2016	Jennifer Trupka	FunctionO
23.	Bigrivergrain.us	6/8/2013	6/7/2016	Jennifer Trupka	FunctionO
24.	Bigrivergrain.com	6/8/2013	6/8/2016	Jennifer Trupka	FunctionO
25.	Bigrivergrain.info	6/8/2013	6/8/2016	Jennifer Trupka	FunctionO
26.	Bigrivergrain.net	6/8/2013	6/8/2016	Jennifer Trupka	FunctionO
27.	Bigrivergrain.org	6/8/2013	6/8/2016	Jennifer Trupka	FunctionO
28.	Bigriverriceandgrain.us	6/11/2013	6/10/2016	Jennifer Trupka	FunctionO
29.	Bigriverriceandgrain.com	6/11/2013	6/11/2016	Jennifer Trupka	FunctionO
30.	Bigriverriceandgrain.info	6/11/2013	6/11/2016	Jennifer Trupka	FunctionO
31.	Bigriverriceandgrain.net	6/11/2013	6/11/2016	Jennifer Trupka	FunctionO
32.	Bigriverriceandgrain.org	6/11/2013	6/11/2016	Jennifer Trupka	FunctionO
33.	Agforce.biz	7/20/2015	7/19/2016	Jennifer Trupka	FunctionO
34.	Agforcedirect.com	7/20/2015	7/20/2016	Jennifer Trupka	FunctionO



	<b>Domain Name</b>	<b>Reg. Date</b>	<b>Expiration Date</b>	<b>Registrant Name</b>	<b>Registrant Organization</b>
35.	Monarchartisanmills.com	6/10/2014	6/10/2019	Jennifer Trupka	FunctionO
36.	Firebirdmills.com	7/3/2014	7/3/2019	Jennifer Trupka	FunctionO

**Schedule C**

**New Registrant Information**

**First Name:** Jennifer  
**Last Name:** Trupka  
**Organization:** Agspring, LLC  
**Address:** 5250 West 116<sup>th</sup> Place, Suite 200  
Leawood, Kansas 66211  
**Email:** jtrupka@agspring.com