

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419889

<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>
Scotsburn Co-Operative Services Limited		01/31/2017	Limited Company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Agropur Cooperative		
<b>Street Address:</b>	4600 rue Armand-Frappier		
<b>City:</b>	St. Hubert, Quebec		
<b>State/Country:</b>	UNITED STATES		
<b>Postal Code:</b>	J3Z 1G5		
<b>Entity Type:</b>	Cooperative Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5057159	SCOTSBURN	
<b>Registration Number:</b>	5020001	HOOF PRINTS	
<b>Serial Number:</b>	86566396		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129738122		
<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>	212-973-8122		
<b>Email:</b>	trademarks@schnader.com		
<b>Correspondent Name:</b>	W. Drew Kastner		
<b>Address Line 1:</b>	1600 Market Street, Suite 3600		
<b>Address Line 2:</b>	Schnader Harrison Segal & Lewis LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	W. Drew Kastner		
<b>Address Line 1:</b>	1600 Market Street, Suite 3600		
<b>Address Line 2:</b>	Schnader Harrison Segal & Lewis LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Kimberly Bittinger		

CH \$90.00 5057159

<b>SIGNATURE:</b>	/Kimberly Bittinger/
<b>DATE SIGNED:</b>	03/16/2017
<b>Total Attachments: 12</b> source=95102088_v(1)_PART 2 - 10 - Global Trade-Mark Assignment - Scotsburn#page1.tif source=95102088_v(1)_PART 2 - 10 - Global Trade-Mark Assignment - Scotsburn#page2.tif source=95102088_v(1)_PART 2 - 10 - Global Trade-Mark Assignment - Scotsburn#page3.tif source=95102088_v(1)_PART 2 - 10 - Global Trade-Mark Assignment - Scotsburn#page4.tif source=95102088_v(1)_PART 2 - 10 - Global Trade-Mark Assignment - Scotsburn#page5.tif source=95102088_v(1)_PART 2 - 10 - Global Trade-Mark Assignment - Scotsburn#page6.tif source=95102088_v(1)_PART 2 - 10 - Global Trade-Mark Assignment - Scotsburn#page7.tif source=95102088_v(1)_PART 2 - 10 - Global Trade-Mark Assignment - Scotsburn#page8.tif source=Agropur Executed PoA#page1.tif source=Agropur Executed PoA#page2.tif source=Agropur Executed PoA#page3.tif source=Agropur Executed PoA#page4.tif	

**GLOBAL TRADE-MARK ASSIGNMENT AGREEMENT**

WHEREAS Scotsburn Co-Operative Services Limited, a body corporate incorporated under the under the Co-operative Associations Act (Nova Scotia), having its head office at 332 Willow Street, Truro, Nova Scotia, B2N 5A5 (the “**Assignor**”), is the owner of numerous trade-marks worldwide it applied for, registered, used or licensed the use of (the “**Trade-marks**”), including but not limited to the trade-marks listed in Schedule “A” annexed hereto;

AND WHEREAS Agropur Cooperative, a body corporate existing pursuant to the Canada Cooperatives Act, having its registered office at 4600 rue Armand-Frappier, St-Hubert, Québec, J3Z 1G5 (the “**Assignee**”), is desirous of acquiring from the Assignor any and all of its rights, title and interest in and to the Trade-marks worldwide, together with any goodwill of the business carried on in association therewith, the whole in accordance with, and subject to, the Asset Purchase Agreement between the Assignee and the Assignor dated as of November 29, 2016;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor hereby confirms that, on or about January 31, 2017, it sold, assigned, conveyed and transferred all the Trade-marks and, for greater certainty, hereby confirms the sale, assignment, conveyance and transfer to the Assignee, of any and all rights, title and interest in and to the Trade-marks in Canada, the United States and everywhere else throughout the world, however depicted, and to the goodwill attached to such Trade-marks and the Assignor’s rights to apply for and the privilege of applying for, obtaining and maintaining registration of said Trade-marks, including any proceedings of any nature in accordance therewith, and the privilege of maintaining registration of such Trade-marks, including any proceedings of any nature in accordance therewith, the same to be held and enjoyed by the Assignee, as fully and completely as by the Assignor had this assignment not been made.

2. Should any provision hereof be unenforceable it shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and shall be unaffected thereby.
3. This Agreement may be altered or amended only by an agreement in writing signed by the Parties.
4. This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
5. This Agreement shall be governed by the laws of the Province of Nova Scotia and the federal laws of Canada, as applicable therein.
6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same document.
7. The Parties acknowledge that they have required that this Agreement and all related documents be drawn up in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

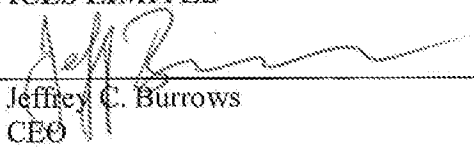
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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates noted below.

EXECUTED this January 31<sup>st</sup>, 2017.

**SCOTSBURN CO-OPERATIVE  
SERVICES LIMITED**

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

  
Jeffrey C. Burrows  
CEO

EXECUTED this \_\_\_\_\_, 2017.

**AGROPUR COOPERATIVE**

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

Jocelyn Lauzière  
CFO

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

Lorraine Bédard  
Corporate Secretary

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates noted below.

EXECUTED this \_\_\_\_\_, 2017.

**SCOTSBURN CO-OPERATIVE  
SERVICES LIMITED**

By: \_\_\_\_\_  
Jeffrey C. Burrows  
CEO


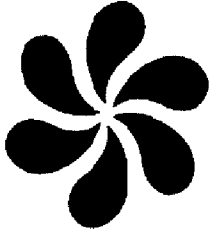



EXECUTED this January 31<sup>st</sup>, 2017.






**AGROPUR COOPERATIVE**

By: \_\_\_\_\_  
Jocelyn Lauzière  
CFO








By: \_\_\_\_\_  
Lorraine Bédard  
Corporate Secretary


**SCHEDULE "A"**

Citation	Image	Country	App Date	App #	Reg Date	Reg #
SCOTSBURN	SCOTSBURN	United States	App 18-MAR-2015	App 86568033	Reg 11-OCT-2016	Reg 5057159
Design Only		Pending Section 44(D)	App 17-MAR-2015	App 86566396		
HOOF PRINTS	HOOF PRINTS	United States	App 08-NOV-2013	App 86113513	Reg 16-AUG-2016	Reg 5020001
SCOTSBURN		Canada	App 11-MAR-2015	App 1718831	Reg 07-APR-2016	Reg TMA934137
Swirl Design		Canada	App 06-MAR-2015	App 1718177	Reg 29-DEC-2016	Reg TMA958896
SMART INDULGENCE		Canada	App 12-FEB-2015	App 1715024	Reg 05-AUG-2016	Reg TMA945332
MAKES IT SPECIAL		Canada	App 12-DEC-2014	App 1706939		
SCOTSBURN & Design		Canada	App 17-OCT-2014	App 1698455	Reg 13-NOV-2015	Reg TMA920155
SCOTSBURN & Design		Canada	App 07-JAN-2014	App 1658693	Reg 22-SEP-2015	Reg TMA914780
HOOF PRINTS		Canada	App 11-OCT-2013	App 887064		
UDDERLY DIVINE		Canada	App 11-OCT-2013	App 1647466	Reg 18-DEC-2014	Reg TMA892640
FAMILY FAVOURITES		Canada	App 12-FEB-2013	App 1613721	Reg 20-FEB-2015	Reg TMA896993
THE DAIRY BEST Design		Canada	App 15-MAY-2006	App 1301545	Reg 12-SEP-2008	Reg TMA723522

Citation	Image	Country	App Date	App #	Reg Date	Reg #
HOOF PRINTS		Canada	App 12-AUG-1998	App 887064	Reg 25-AUG-1999	Reg TMA515242
DINOSAUR BONES		Canada	App 09-AUG-1994	App 761446	Reg 14-JUL-1995	Reg TMA445287
BLUENOSE		Canada	App 29-MAY-1964	App 282645	Reg 03-DEC-1965	Reg TMA142899
BIG SUCKER*		Canada	App 20-FEB-1987	App 578579	Reg 16-SEP-1988	Reg TMA344852
FROSTY FRIENDS*		Canada	App 20-JAN-1983	App 497657	Reg 28-SEP-1984	Reg TMA295640
TRADITIONS - A WORLD OF QUALITY		Canada	App 19-JAN-2007	App 1332033	Reg 11-FEB-2009	Reg TMA734302
SLIM CHOICE		Canada	App 12-NOV-2003	App 1196909	Reg 22-NOV-2004	Reg TMA626082
FLAVRINGS		Canada	App 08-FEB-2000	App 1046824	Reg 21-JUL-2003	Reg TMA585686
ICE CAP		Canada	App 08-FEB-2000	App 1046823	Reg 27-JUL-2004	Reg TMA615792
SMELLYFOOT		Canada	App 15-DEC-1999	App 1039952	Reg 10-SEP-2001	Reg TMA550496
SUPER WAVE		Canada	App 24-NOV-1999	App 1037326	Reg 21-SEP-2001	Reg TMA551268
ADAGIO		Canada	App 03-AUG-1999	App 1024567	Reg 27-JUN-2001	Reg TMA547251
CRAZY KANUK		Canada	App 19-MAR-1998	App 872772	Reg 24-MAR-1999	Reg TMA509921
WHOLE LOT'A		Canada	App 04-NOV-1997	App 860522	Reg 15-SEP-1998	Reg TMA500634
LONG TREAT		Canada	App 22-AUG-1983	App 508364	Reg 27-APR-1984	Reg TMA290335
COCONUT KID		Canada	App 22-APR-1983	App 502206	Reg 12-OCT-1984	Reg TMA296131
BROOKFIELD DESIGN		Canada	N/A	App 991692	Reg 12-AUG-1929	Reg NFLD1692
POLAR BAR, LABEL & DESIGN		Canada	N/A	App 992300	Reg 10-NOV-1938	Reg NFLD2300
LES ALIMENTS LABEL INC. & dessin		Canada	App 23-APR-2015	App 1725100	Reg 02-AUG-2016	Reg TMA944857
Original Augustin (en brun)		Canada	App 07-FEB-2014	App 1663207	Reg 09-JUN-2015	Reg TMA905673
Original Augustin (en noir)		Canada	App 07-FEB-2014	App 1663206	Reg 09-JUN-2015	Reg TMA905672
Lowe		Canada	App 08-OCT-2013	App 1646818	Reg 25-MAY-2015	Reg TMA904392



Citation	Image	Country	App Date	App #	Reg Date	Reg #
La Laiterie Idéale		Canada	App 08-OCT-2013	App 1646817	Reg 25-MAY-2015	Reg TMA904393
ORIGINALE AUGUSTIN		Canada	App 08-OCT-2013	App 1646819	Reg 25-MAY-2015	Reg TMA904391
Logo pingouin dansant blanc et bleu, avec tuque et foulard rouges et verts		Canada	App 23-AUG-2012	App 1591246	Reg 26-NOV-2014	Reg TMA891015
Pingouin bleu et blanc avec tuque et foulard qui fait de la planche à neige		Canada	App 23-AUG-2012	App 1591247	Reg 25-MAY-2015	Reg TMA904440
Logo Iceberg avec pingouin heureux avec tuque et foulard dans les montagnes		Canada	App 23-AUG-2012	App 1591248	Reg 26-NOV-2014	Reg TMA891014
Lowe en écritre rouge, contour blanc&bleu, entouré d'un cercle bleu		Canada	App 24-JUL-2012	App 1587301	Reg 19-MAY-2015	Reg TMA903824
Cercle brun, contour jaune, écriture blanche et losange jaune, écriture brune		Canada	App 12-JUL-2012	App 1585806	Reg 26-MAR-2015	Reg TMA899629
LOWE DESSIN		Canada	App 26-FEB-1998	App 870523	Reg 12-JAN-2001	Reg TMA539563
LA LAITERIE IDEAL (DESSIN)		Canada	App 29-NOV-1996	App 830350	Reg 12-JAN-2000	Reg TMA521382

Citation	Image	Country	App Date	App #	Reg Date	Reg #
ICEBERG		Canada	App 26-NOV-1996	App 830092	Reg 30-MAR-1999	Reg TMA510290
CRÈME DE LA CRÈME		Canada	App 25-SEP-1996	App 824219	Reg 20-JAN-1998	Reg TMA487947
ORIGINALE AUGUSTIN & DESIGN		Canada	App 07-AUG-1990	App 663370	Reg 13-NOV-1992	Reg TMA404790

\* These trademarks are expired (expunged).

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**Trademark Operation**

**IN RE:**

Registration No.                    See attached schedule of trademarks  
Mark:                                    See attached schedule of trademarks  
Registrant                            Agropur Cooperative

**SUBSTITUTE CORRESPONDENT, POWER OF  
ATTORNEY AND DESIGNATION OF DOMESTIC REPRESENTATIVE**

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

Dear Sir or Madam:

Kindly address all correspondence to:

Intellectual Property Department – Trademarks  
Attn: W. Drew Kastner            (NY, NJ & DC)  
**SCHNADER HARRISON SEGAL & LEWIS LLP**  
1600 Market Street, Suite 3600  
Philadelphia, PA 19103-7286

212-973-8122 (Telephone)  
212-972-8798 (Facsimile)  
trademarks@schnader.com (Email)

Registrant hereby appoints:

Andrew Chou  
W. Drew Kastner                    (NY, NJ & DC)  
Stephenie W. Yeung                (PA & NJ)

all members of the Bar of the Commonwealth of Pennsylvania (except as indicated) and all with offices at Schnader Harrison Segal & Lewis LLP, 1600 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103-7286, as its attorneys with full power of substitution, association and

revocation, to prosecute these Registrations and to transact all business in the Patent and Trademark Office in connection therewith, and to receive all documents related thereto.


Schnader Harrison Segal & Lewis LLP is designated Registrant's Domestic Representative upon whom notice or process in proceedings affecting the marks may be served.

All previous powers of attorney and designations of domestic representative are revoked.

Respectfully submitted,

**Agropur Cooperative**

Dated: March 7, 2017

  
Name: Lorraine Bedard  
Title: Senior VP, Legal Affairs, Members Relations, Corporate Secretary

## **SCHEDULE OF TRADEMARKS**

SCOTSBURN, Serial No. 86/568033, Registration No. 5057159

HOOF PRINTS, Serial No.: 86/113513, Registration no. 5020001

Flower design, Serial No.: 86/566396

