

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oil-Dri Corporation of America		10/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trinico AG, Inc.		
Street Address:	307 Kirk Road		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27404-1319		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2430367	POULTRY GUARD	
CORRESPONDENCE DATA			
Fax Number:	3362329199		
<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:	919-573-6215		
Email:	dfruth@brookspierce.com		
Correspondent Name:	Darrell A. Fruth		
Address Line 1:	P. O. Box 1800		
Address Line 4:	Raleigh, NORTH CAROLINA 27602-2460		
NAME OF SUBMITTER:	Darrell A. Fruth		
SIGNATURE:	/Darrell A. Fruth/		
DATE SIGNED:	03/31/2017		
Total Attachments: 6			
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This PATENT AND TRADEMARK ASSIGNMENT AGREEMENT ("Assignment Agreement"), dated as of October 25, 2010, is made by OIL-DRI CORPORATION OF AMERICA, a Delaware corporation ("Assignor"), and TRINICO AG, INC., a North Carolina corporation ("Assignee"). Assignor and Assignee may be referred to in this Assignment Agreement individually as a "Party," or collectively as the "Parties."

WHEREAS, the Parties entered into a Patent and Trademark License Agreement with Option to Purchase dated November 15, 2006 ("License Agreement");

WHEREAS, according to the terms of the License Agreement, Assignee exercised an option to acquire certain rights from Assignor as more particularly provided in the License Agreement and this Assignment Agreement;

WHEREAS, as a result of Assignee's exercise of such option the License Agreement requires Assignor to enter into, execute and deliver any and all agreements, instruments, applications, certificates or other documents reasonably requested by Assignee to transfer, assign and convey any and all of Licensor's right, title, and interest in and with respect to the Licensed Rights and any Foreign Rights as defined in the License Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. In consideration for performance under the License Agreement and the purchase price of Ten Dollars (\$10.00), the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interests in and to the following (the "Assigned Rights"):

(a) United States Letter Patent No. 5,960,743 titled "Clay litter product for ammonia control in poultry pens" including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof ("U.S. Patent");

(b) United States Registered Trademark No. 2,430,367 "Poultry Guard®" ("U.S. Trademark") including all goodwill appurtenant thereto, and all registration(s),

renewal(s) and application(s) for the registration of the U.S. Trademark, whether such registration(s), renewal(s) or application(s) are made to the United States Patent and Trademark Office, Copyright Office, domain name registrar, or any state, country, government, private, or foreign authority, including without limitation those application(s) and registration(s);

(c) The foreign patents, patent applications and trademarks ("Foreign Rights") set forth on Schedule 1, to the extent those rights are active on the date of this Agreement, including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of the patents listed on Schedule 1, and including all goodwill appurtenant thereto, and all registration(s), renewal(s) and application(s) for the registration of the trademarks listed on Schedule 1.

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Limitations. This Agreement does not grant a license or assignment in any intellectual property owned by Oil-Dri Corporation of America or its affiliates other than what is explicitly identified in Paragraph 1. The Assignor does not warrant that the Foreign Rights as defined in the License Agreement are active on the date of this Agreement.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Assignment Agreement upon request by Assignee. Assignor, at the request of Assignee or its counsel, and at no additional charge, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary or advisable, in its reasonable discretion, to carry out the intent of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if Assignee is unable for any reason to secure Assignor's signature, to assign all of such ownership

interests and rights to Assignee and to execute and file any instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment Agreement, with the same legal force and effect as if executed by Assignor, at Assignee's expense. Further, Assignor shall cooperate with Assignee or its counsel, but at Assignee's expense (other than expenses associated with the time of Assignor or its employees, contractors or agents), by providing, when requested, lawful and truthful testimony, affidavit(s), statement(s), and assistance relating to the U.S. Trademark, U.S. Patent and Foreign Rights, the nature and timing of its use of such rights, and to any efforts to apply for, register, obtain, explain, record, protect, enforce, police, defend, affirm, enhance, expand, divide, nationalize, continue, reissue, memorialize, document, assign, encumber, confirm, renew, or maintain any rights in the U.S. Trademark, U.S. Patent and Foreign Rights. At Assignee's request and expense, Assignor shall further do and perform all acts that Assignee may determine necessary or advisable, in its reasonable discretion, to carry out the intent of this Assignment and to enforce, police and prosecute Assignee's rights in the U.S. Trademark, U.S. Patent and Foreign Rights against third parties.

4. Terms of the License Agreement. The terms of the License Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Rights, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the License Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

5. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment Agreement as of the date first above written.

OIL-DRI CORPORATION OF AMERICA

By: [Signature]
Name: Douglas A. Graham
Title: V.P. of Corporate Secretary

Address for Notices:
Oil-Dri Corporation of America
410 North Michigan Avenue, Ste 400
Chicago, Illinois 60611-4213
Attention: President, Amlan International

with a copy to:

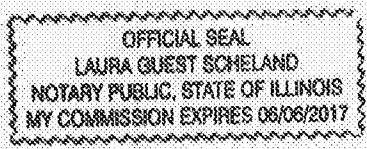
Oil-Dri Corporation of America
410 North Michigan Avenue, Ste 400
Chicago, Illinois 60611-4213
Attention: Douglas A. Graham, Vice President and General Counsel

STATE OF Illinois
COUNTY OF Cook

I, Laura Guest Scheland, a Notary Public of Cook County, Illinois, do hereby certify that Douglas A. Graham personally came before me this day and acknowledged that he/she is VP, General Counsel and Secretary of Oil-Dri Corporation of America, a corporation, and that he/she, as secretary, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 25th day of October, 2016

[Official Seal]



[Signature]
Notary Public

Printed Name
Laura Guest Scheland

My Commission Expires: 6/6/17

TRINICO AG, INC

By [Signature]
John Bower
President

Address for Notices:

Trinico AG, Inc.
P.O. Box 41319
Greensboro, NC 27404
Attention: John Bower, President

with a copy to:

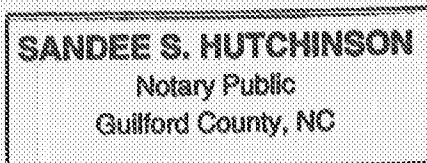
Brooks, Pierce, McLendon, Humphrey &
Leonard, LLP
230 N. Elm Street, Suite 2000
Greensboro, NC 27401
Attention: John M. Cross, Jr.

STATE OF NORTH CAROLINA
COUNTY OF Guilford

I, Sandee S. Hutchinson, a Notary Public of Guilford County, North Carolina, do hereby certify that John C. Bower personally came before me, this day and acknowledged that he/she is President, of Trinico AG Inc, a corporation, and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 7 day of Oct, 2016

[Official Seal]



[Signature]
Notary Public
Printed Name
Sandee S. Hutchinson

My Commission Expires:
9.7.2020

Schedule 1

FOREIGN RIGHTS

1. Mexico Patent No. 230446 (issued September 8, 2005)
2. Brazil Patent issued pursuant to Application No. 9906749-8
3. People's Republic of China Patent No. ZL 99803761.3 (issued January 14, 2004)
4. Japan Patent Application No. 2000-527137 (filed January 7, 1999)
5. Republic of China (Taiwan) Registered Trademark No. 1081605
6. People's Republic of China Registered Trademark No. 3510165