

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westfeeds, LLC		05/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ridley USA Inc.		
Street Address:	111 West Cherry Street		
Internal Address:	Suite 500		
City:	Mankato		
State/Country:	MINNESOTA		
Postal Code:	56001		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1232950	WESTFEEDS	
CORRESPONDENCE DATA			
Fax Number:	5025881965		
<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:	502-625-2865		
Email:	jdages@middletonlaw.com		
Correspondent Name:	Joseph R. Dages		
Address Line 1:	401 South Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Joseph R. Dages		
SIGNATURE:	/Joseph R. Dages/		
DATE SIGNED:	05/09/2017		
Total Attachments: 4			
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OP \$40.00 1232950

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Assignment") is made, entered into, and effective as of this 8th day of May, 2017 (the "Effective Date"), by and between **WESTFEEDS, LLC**, a Delaware limited liability company ("Assignor"), and **RIDLEY USA INC.**, a Minnesota corporation ("Assignee").

AGREEMENT

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated May 8, 2017 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, among other things, all rights in and to the Assigned Marks (as defined herein) in connection with the assignment of the Business (as that term is defined in the Agreement) to which such Assigned Marks pertain;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows.

1. ASSIGNMENT. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor: **(a)** the trademarks and United States trademark registrations set forth on **Exhibit A** attached hereto, together with the goodwill of the Business associated therewith, and **(b)** the rights to bring and maintain any and all causes of action, claims, and demands for infringement or other violations of rights (including those incurred prior to the date of this conveyance), and the rights to pursue all remedies therefor (including those incurred prior to the date of this conveyance) (collectively, the "Assigned Marks").

2. COVENANT. Assignor agrees, without further consideration, to cause such other lawful acts to be performed and to cause such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request and at Assignee's expense, to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. EXHIBITS. **Exhibit A** is attached hereto and incorporated herein by reference. This Assignment may be executed in any number of counterparts and delivered via facsimile or by .pdf or similar attachment to electronic mail, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one in the same instrument.

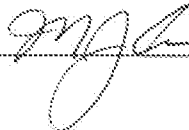
4. GOVERNING LAW. This Assignment, and any subsequent amendments or modifications to this Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its or any other jurisdiction's conflict of laws rules or principles.

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Assignment as of the Effective Date.

WESTFEEDS, LLC

Name: Matthew J. Amann

Title: Vice President

Signature:  _____

RIDLEY USA INC.

Name: E. Michael Castle II

Title: President

Signature: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Assignment as of the Effective Date.

WESTFEEDS, LLC

Name: Matthew J. Amann

Title: Vice President

Signature:

RIDLEY USA INC.

Name: E. Michael Castle II

Title: President

Signature: 

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A
ASSIGNED MARKS

Registered Marks:

Mark	Reg. No.	Reg. Date
WESTFEEDS	1,232,950	3/29/83

Other Marks:

AGRIBASICS
AGRIBASICS
AGRIBASICS BODY BUILDER
AGRILYX
BIORANGE
FOALQUENE