

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DANSTAR FERMENT AG		06/13/2017	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	AB HOLDINGS, LLC		
Street Address:	1555 Shoreline Drive, 3rd Floor		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83701-0877		
Entity Type:	Limited Liability Company: IDAHO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2719211	PERFORMIX	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0220959		
NAME OF SUBMITTER:	David A. Roodman		
SIGNATURE:	/David A. Roodman/		
DATE SIGNED:	06/19/2017		
Total Attachments: 3			
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CH \$40.00 2719211

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into by and between Danstar Ferment AG, a Swiss corporation (Danstar Ferment AG) ("Assignor"), and AB Holdings, LLC, an Idaho Limited Liability Company ("Assignee"), effective as of this 13th day of June, 2017 ("Effective Date").

RECITALS

WHEREAS, Assignor owns all right, title, and interest in, to, and under, the trademark identified on Schedule A attached hereto (the "Mark") including, but not limited to, the goodwill of the business associated with said Mark, namely the goodwill arising from and related to Assignee's licensed use of the Mark, and is the owner of all right, title and interest in, to and under the U.S. Registration of the Mark as set forth in the attached Schedule A;

WHEREAS, Assignor, its predecessors and/or related entities (e.g. Lallemand Specialties, Inc.), and one of Assignee's related entities, Performix Nutrition Systems, LLC, are parties to a Non-Exclusive License Agreement dated July 17, 1998, and certain renewals, riders, and/or addenda thereto, regarding Assignee's license and right to use the Mark (the "License Agreement");

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in, to and under the Mark, and all goodwill of the business associated with the Mark, namely the goodwill arising from and related to Assignee's licensed use of the Mark, and which are symbolized by or with the Mark, along with the right to recover for any and all past, present, and future damages, profits, and/or remedies of any kind for any past, current, and future infringement, dilution, false advertising, and/or unfair competition, of or associated with the Mark;

NOW, THEREFORE, in consideration of the foregoing recitals, premises, the terms and conditions herein, for the sum of one hundred dollars (\$100 US), 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 hereby sells, assigns, conveys, and transfers to Assignee, its successors and assigns, all of its right, title, and interest in, to and under the Mark including any and all goodwill of the business symbolized by and associated therewith, namely the goodwill arising from and related to Assignee's licensed use of the Mark, all registrations and applications for registration therefor throughout the world, 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, but not limited to, the right to recover damages, for any past, present, or future infringement, misappropriation, dilution, or false advertising, relating to the Mark.

2. Termination of License Agreement. The parties hereto agree that, contemporaneous with the execution of this Assignment Agreement, the License Agreement between the parties shall terminate on the Effective Date of this Agreement, that all license payments have been fully paid up, and that no license payments or any other consideration of any kind are due and/or will be due to Assignor relating to the License Agreement and/or this Agreement, except as expressly set forth herein.

3. Miscellaneous. Assignor hereby agrees to execute, acknowledge and deliver any and all documents necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that as of the Effective Date, Assignee owns all right, title and interest in, to and under the Mark, that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Mark, and that Assignee owns all of the rights transferred, assigned, and identified herein..

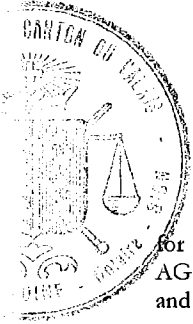
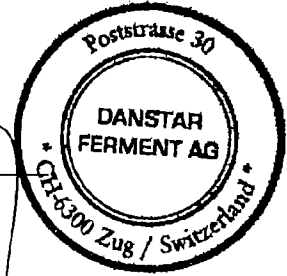
IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment Agreement to be duly executed.

Assignor:

DANSTAR FERMENT AG

By: 

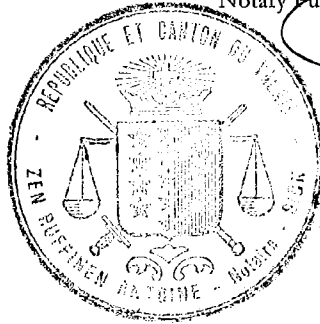
Name: Jean- Claude Villettaz
Title: managing director

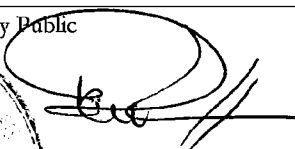


On this 13 day of juin, 2017, before me, Je Antoine Zen Ruffinay a Notary Public in and for Sion... in Switzerland, personally appeared Jean- Claude Villettaz, managing director of Danstar Ferment AG known to be the person who executed the within Trademark Assignment Agreement in behalf of said corporation and acknowledged to me that she executed the same for the purposes therein stated.

SEAL

Notary Public




B 44/2017

SCHEDULE A
Mark / Trademark

Trademark	Jurisdiction App./Reg. No.
PERFORMIX	United States 2,719,211

[Handwritten signature]