

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432891

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HOLBORN CORPORATION | | 06/23/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AgStar Financial Services, ACA | | |
| Street Address: | 1921 Premier Drive | | |
| City: | Mankato | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 56002 | | |
| Entity Type: | Federally Chartered Corporation: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86837479 | COMPEER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 7342133631 | | |
| Email: | glime@butzel.com | | |
| Correspondent Name: | Ashley A Glime | | |
| Address Line 1: | 301 East Liberty Street, Suite 500 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | Ashley A. Glime | | |
| SIGNATURE: | /Ashley A. Glime/ | | |
| DATE SIGNED: | 06/28/2017 | | |
| Total Attachments: 2 | | | |
| source=holborn_compeer_assignment#page1.tif | | | |
| source=holborn_compeer_assignment#page2.tif | | | |

CH \$40.00 86837479

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into by and between **HOLBORN CORPORATION** a Delaware corporation ("Assignor"), and **AGSTAR FINANCIAL SERVICES, ACA**, ("Assignee"), as of the date of the last signature reflected below (the "Effective Date").

WITNESSETH

WHEREAS, pursuant to the terms and of a Confidential Settlement Agreement between Assignor and Assignee, Assignor has agreed to assignment of certain intellectual property and all right and title therein to Assignee;

WHEREAS, Assignor desires to assign to Assignee, all its right, title and interest in and to the trademark "COMPEER", including Application Ser. No. 86837479 which Assignor represents it owns without any liens or encumbrances on the ownership other than a Statement of Use pending review by the USPTO which Holborn filed in the USPTO on April 24, 2017, and rights of priority, in said mark (the "Trademark") and (ii) any and all goodwill of the business associated with the Trademark;

WHEREAS, Assignee desires to acquire the Trademark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, without any liens or encumbrances on its ownership of Application Ser. No. 86837479 other than a Statement of Use pending review by the USPTO which Holborn filed in the USPTO on April 24, 2017, its entire right, title and interest in and to (i) the Trademark, and (ii) the goodwill of the business symbolized by the Trademark, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit, and without any representations or warranties as to any rights or any claims, whether for past, present or future infringements, injunctive relief, or damages, except with respect to representation as to Assignor's ownership without any liens or encumbrances as provided in the second Whereas clause above.

2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents

as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark, the Trademark registrations and applications thereof, and all other rights hereby conveyed.

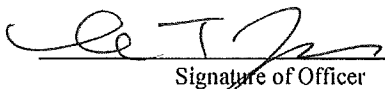
3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representative, and assigns.

4. Subject to the terms hereof, Assignee accepts such assignment of the Trademark and goodwill.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be duly executed by its authorized officer, to be effective as of the Effective Date.

ASSIGNOR:

Holborn Corporation



Signature of Officer

Mark T. Reynolds

Typed or Printed Name of Officer

Senior Vice President & General Counsel

Title of Officer

6/23/17

Date

APPROVED AND ACCEPTED BY ASSIGNEE:

AgStar Financial Services, ACA



Signature of Officer

Paul B Kohls

Typed or Printed Name of Officer

SVP & General Counsel

Title of Officer

6/23/17

Date