

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436114

<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>
Interstate Commodities, Inc.		07/18/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lansing Trade Group, LLC		
<b>Street Address:</b>	10975 Benson Drive		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Overland Park		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5063527	FARMER FIRST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	dsellman@icigrain.com		
<b>Correspondent Name:</b>	Derek D Sellman		
<b>Address Line 1:</b>	7 Madison Street		
<b>Address Line 4:</b>	Troy, NEW YORK 12180		
<b>NAME OF SUBMITTER:</b>	Derek D Sellman		
<b>SIGNATURE:</b>	/Derek D Sellman/		
<b>DATE SIGNED:</b>	07/21/2017		
<b>Total Attachments: 3</b>			
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OP \$40.00 5063527

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 18<sup>th</sup> day of July, 2017 (the "Effective Date") by and between by and between Interstate Commodities, Inc. ("*Assignor*") and Lansing Trade Group, LLC ("*Assignee*") (Assignor and Assignee are sometimes referred in this Assignment Agreement as a "*Party*" and collectively as the "*Parties*")

**WHEREAS**, this Agreement is executed and delivered pursuant to that certain Asset Purchase Agreement dated as of July 18<sup>th</sup>, 2017 (the "*Asset Purchase Agreement*") between Assignor and Assignee; and

**WHEREAS**, in connection with the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Mark (as defined below).

**NOW, THEREFORE**, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in the "Farmer First" mark that is registered in the United States Patent and Trademark Office, Registration No. 5063527, dated October 18, 2016, and any goodwill associated with any of the foregoing (the "Assigned Mark").

2. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARK IS ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARK.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision. This Agreement shall be subject to and governed by the laws of the State of New York without regard to the conflict of law rules of such state.

[Signature page follows.]

[SIGNATURE PAGE OF TRADEMARK ASSIGNMENT AGREEMENT]

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

Assignor:

Assignee:

INTERSTATE COMMODITIES, INC.

LANSING TRADE GROUP, LLC

By: 

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

Name: Michael Phay

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

[SIGNATURE PAGE OF TRADEMARK ASSIGNMENT AGREEMENT]

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

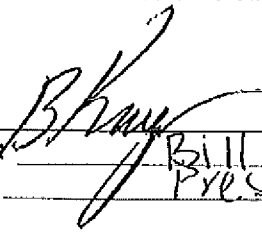
Assignor:

Assignee:

INTERSTATE COMMODITIES, INC.

LANSING TRADE GROUP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Bill Krueger  
Title: President & CEO