

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462467

<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>
Hi-Pro Feeds LP		06/28/2017	Limited Partnership: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hi-Pro Holdings Inc.		
<b>Street Address:</b>	Hwy 2A and 306 Avenue, Site 2		
<b>Internal Address:</b>	Box 50, RR#2		
<b>City:</b>	Okotoks, Alberta		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T1S 1A2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87149486	NORTHERN ELITE	
<b>Serial Number:</b>	87318035	HI-ROLLER	
<b>Registration Number:</b>	5098193	ALFA-PRO	
<b>Registration Number:</b>	4949273	HI-PRO GLO	
<b>Registration Number:</b>	4867533	HI-PRO	
<b>Registration Number:</b>	4867532	HI-PRO FEEDS	
<b>Registration Number:</b>	4690531	HI-PRO FEEDS	
<b>Registration Number:</b>	4586693	A TRADITION OF VALUE AND INTEGRITY	
<b>Registration Number:</b>	2273822	P	
<b>Registration Number:</b>	3075074	UNIPORK	
<b>Registration Number:</b>	2667622	AQUABALANCE	
<b>Registration Number:</b>	2608512	UNIFEED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2077911350		
<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>Phone:</b>	207-791-1100		
<b>Email:</b>	trademark@pierceatwood.com		

CH \$315.00 87149486

**Correspondent Name:** Pierce Atwood LLP  
**Address Line 1:** 254 Commercial Street  
**Address Line 4:** Portland, MAINE 04101

**ATTORNEY DOCKET NUMBER:** 32110/2647

**NAME OF SUBMITTER:** Jonathan M. Gelchinsky

**SIGNATURE:** /Jonathan M. Gelchinsky/

**DATE SIGNED:** 02/16/2018

**Total Attachments: 4**

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## CONFIRMATORY ASSIGNMENT OF TRADEMARKS

**WHEREAS** Hi-Pro Feeds LP (the “**Assignor**”), the full post office address of whose principal office or place of business is Intersection of Hwy 2A and 306 Avenue, Site 2, Box 50, RR#2, Okotoks, Alberta, Canada, T1S 1A2, was the exclusive owner of all right, title and interest in and to the trademarks registered or applied for in the United States, Canada and Mexico under the numbers and on the dates indicated in Schedules 1, 2 and 3 hereto (collectively, the “**Trademarks**”);

**AND WHEREAS** pursuant to an asset transfer agreement made effective as of 9:55 a.m. EDT (7:55 a.m. MDT) on June 28, 2017 (the “**Purchase Agreement**”), Hi-Pro Holdings Inc. (the “**Assignee**”), the full post office address of whose principal office or place of business is Intersection of Hwy 2A and 306 Avenue, Site 2, Box 50, RR#2, Okotoks, Alberta, Canada, T1S 1A2, acquired from the Assignor all of its right, title and interest in and to the Trademarks;

**NOW THEREFORE** for good and valuable consideration already received and hereby acknowledged, the Assignor hereby confirms that it has sold, assigned and transferred to the Assignee all of the right, title and interest the Assignor had in and to the Trademarks, together with the goodwill associated with the Trademarks and including all right in respect of all goods and services in association with which the Trademarks may have been used and the goodwill of the business carried on in association with the Trademarks, together with all right of action resulting from any past, present or future adverse use of any of the Trademarks or any confusingly similar trademarks and the right to claim such relief as is appropriate, the same to be held and enjoyed by the Assignee and its successors and assigns as fully and effectually as they would have been held and enjoyed by the Assignor had this sale, assignment and transfer not been made pursuant to the Purchase Agreement.

The Assignor agrees that upon the Assignee’s request and at the Assignee’s expense, the Assignor shall execute and delivery such further documents and do such further acts as may be necessary or desirable to confirm the Assignee’s ownership of all right, title and interest in and to the Trademarks, all without further consideration.

This instrument is governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed  
as of June 28, 2017.

**HI-PRO FEEDS LP**, by its general partner,  
**9655603 CANADA INC.** (formerly Hi-Pro GP  
Inc.)

By: 




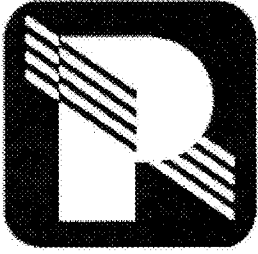
Name: Matthew Kunica

Title: President and Secretary

[Signature Page - Confirmatory Assignment of Trademarks]

**TRADEMARK**  
**REEL: 006273 FRAME: 0151**

**SCHEDULE 1 – UNITED STATES**

	<b>Trademark</b>	<b>Application / Registration Number</b>	<b>Application / Registration Date</b>
1.	NORTHERN ELITE	87149486	2016-08-24
2.	HI-ROLLER	87318035	2017-01-30
3.	ALFA-PRO	5098193	2016-12-13
4.	HI-PRO GLO	4949273	2016-05-03
5.	<b>HI-PRO</b> 	4867533	2015-12-08
6.	<b>HI-PRO</b> 	4867532	2015-12-08
7.	<b>HI-PRO</b> 	4690531	2015-02-24
8.	A TRADITION OF VALUE AND INTEGRITY	4586693	2014-08-19
9.		2273822	1999-08-31
10.	UNIPORK	3075074	2006-04-04
11.	AQUABALANCE	2667622	2002-12-31
12.	UNIFEED	2608512	2002-08-20