

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/06/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROSSWIND INDUSTRIES, INC.		06/05/2018	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	ARCHER-DANIELS-MIDLAND COMPANY		
Street Address:	4666 Faries Parkway		
City:	Decatur		
State/Country:	ILLINOIS		
Postal Code:	62526		
Entity Type:	Corporation: ILLINOIS <u>Delaware</u>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4073389	POP'N BITES	
CORRESPONDENCE DATA			
Fax Number:	9135494646		
<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:	9135494700		
Email:	ekdkdocket@kcpatentlaw.com		
Correspondent Name:	Marcia J. Rodgers		
Address Line 1:	8900 State Line Road		
Address Line 2:	Suite 500		
Address Line 4:	Leawood, KANSAS 66206		
NAME OF SUBMITTER:	Marcia J. Rodgers		
SIGNATURE:	/Marcia J. Rodgers/		
DATE SIGNED:	06/08/2018		
Total Attachments: 2			
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OP \$40.00 4073389

TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") is made to be effective *nunc pro tunc* as of January 6, 2017 (the "Effective Date") by Crosswind Industries, Inc., a Kansas corporation having an office at 6300 NW Kelly Drive, Parkville, Missouri 64152 ("Assignor"), in favor of Archer-Daniels-Midland Company, a Delaware corporation having a place of business at 4666 Faries Parkway, Decatur, Illinois 62526 ("Assignee").

WHEREAS, Assignor has adopted, used, and is using in commerce the trademark POP*N BITES (the "Trademark") and is the owner of record of U.S. Trademark Registration No. 4,073,389 for the Trademark for pet treats;

WHEREAS, Assignor and Assignee have entered into a Stock Purchase Agreement dated as of the Effective Date (the "Principal Agreement"); and

WHEREAS, Assignor executes this Assignment to record or perfect Assignee's right, title and interest in and to the Trademark including but not limited to, recordings with any government authority including, but not limited to, the U.S. Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademark and to U.S. Trademark Registration No. 4,073,369, together with the goodwill of the business symbolized by the Trademark and the registration therefor, including all common law rights and the right to sue and recover for and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present, or future infringements or dilution of or damage to the Trademark and/or its associated goodwill

THIS TRADEMARK ASSIGNMENT shall be binding upon Assignor and shall enure to the benefit of Assignee and its respective successors and assigns.

Signed as of this 5 day of JUNE 2018, to be effective *nunc pro tunc* as of the 6th Day of January 2017.

Assignor:

CROSSWIND INDUSTRIES, INC.

By: 

Name: ROBERT KUPKA

Title: SECRETARY / TREASURER

Acknowledgment Page Follows

