

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evans Enterprises, LLC		09/30/2016	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	United Suppliers, Inc.		
Street Address:	224 S. Bell Avenue		
City:	Ames		
State/Country:	IOWA		
Postal Code:	50010		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3666350	AMCHLOR BASIC	
Registration Number:	4200272	AMCHLOR DRY	
Registration Number:	4629248	AMCHLORDRY WITH DURAGARD	
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:	651.375.4017		
Email:	lkinsky@landolakes.com		
Correspondent Name:	Laura Kinsky		
Address Line 1:	4001 Lexington Avenue North		
Address Line 4:	Arden Hills, MINNESOTA 55126		
ATTORNEY DOCKET NUMBER:	Evan Assign (2017-01710)		
NAME OF SUBMITTER:	Todd A. Grauel		
SIGNATURE:	/tag/		
DATE SIGNED:	08/29/2018		
Total Attachments: 6			
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TRADEMARK

REEL: 006424 FRAME: 0459

ASSET PURCHASE AGREEMENT

³⁰ THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 30th day of September, 2016 by and between United Suppliers, Inc., an Iowa Corporation (hereinafter "Buyer"), and Evans Enterprises, LLC, a Kansas limited liability company ("Evans"), and Great Plains Fertilizer, LLC, a Kansas limited liability company ("Great Plains"). Evans and Great Plains are hereinafter collectively referred to as the "Sellers" and individually as a "Seller".

RECITALS:

A. The Sellers are engaged in the business of ammonium chloride fertilizer product sales (collectively, the "Business").

B. The Sellers desire to sell and the Buyer desires to purchase certain assets of the Business pursuant to the terms of this Agreement.

C. The Buyer and the Sellers wish to close the sale of the Personal Property Assets (as hereinafter defined) associated with the Business contemporaneously with or very soon after the execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties, it is agreed:

AGREEMENT:

1. SALE OF PERSONAL PROPERTY ASSETS. Subject to the terms and conditions of this Agreement, at the "Closing" on the "Closing Date" (as those terms are defined below) the Sellers shall sell to the Buyer, and the Buyer shall purchase from the Sellers, all of the Sellers' (joint and several) right, title and interest in the following assets of each of the Sellers (the "Personal Property Assets"), excluding the Excluded Assets (as defined below):

1.1. Equipment. All equipment, office equipment, supplies, parts, and all other assets of a similar character owned by either Seller and used in the Business, including, but not limited to, the property listed in Schedule 1.1 (collectively, the "Equipment").

1.2. Inventories. All of each Seller's inventories of raw materials, work-in-progress and finished goods in existence on the Closing Date, a current list of which is set forth in Schedule 1.2 attached hereto (the "Inventory"). Sellers warrant that the product to be delivered as Inventories hereunder shall be as represented by their descriptions on Schedule 1.2, and merchantable as agricultural fertilizers with such description. The Buyer and Sellers agree that all Inventories listed on Schedule 1.2 are being purchased by the Buyer for a purchase price equal to the lesser of (i) Seller's historical cost as indicated by Seller's books and records, or (ii) the fair market value of such Inventories as of the Closing Date. The fair market value of such Inventories shall be determined, with respect to Ammonium Chloride, by the average of the per ton wholesale sale prices of Ammonium Chloride offered by Hongxiang International Industry Co., LTD, and Tianjin Red Triangle International Trading Co. LTD on the Closing Date, both of which are current suppliers of a Seller. The fair market value of such Inventories shall be determined, with respect to miscellaneous polymers, by Seller's historical cost for such polymers as purchased from the Mulberry, Florida production facility of Arrmaz Chemical Company. Cost and fair market value shall include all costs paid by Seller for such Inventory, including without limitation shipping and insurance costs and customs duties. Absent manifest error, the parties agree to rely on the Closing

Date inventory report of Inland Empire Distribution Systems, Inc., Spokane Washington ("IEDS"), for purposes of determining the quantity of Inventory that constitutes Personal Property Assets to be purchased pursuant to this Agreement.

1.3. Patents and Trademarks. All United States patents, United States trademarks and the goodwill represented by such United States trademarks (collectively, the "**Intellectual Property**") owned by either Seller, including without limitation (i) United States Patent No. 7,674,312 dated March 9, 2010; (ii) United States Trademark "Amchlor with Duragard", Serial Number 85815896; (iii) United States Trademark "Amchlor Dry", Serial Number 85429487; and (iv) United States Trademark "Amchlor Basic, Serial Number 77654755.

1.4. Miscellaneous Assets. All other assets or properties of each Seller solely relating to the Business and in existence on the Closing Date, including, but not limited to, each Seller's telephone numbers and telephone directory listings and advertising, good will relating to the Business, and customer lists and records in whatever medium, all transferable franchises, licenses, permits, and other rights granted by federal, state or local governmental agencies or authorities, the unregistered tradenames "Evans Enterprises, LLC" and "Great Plains Fertilizer, LLC", certificates of occupancy, licenses, tariffs, permits, authorizations, approvals and applications therefore, whether pending, granted or denied, required by law or issued by any government authority having jurisdiction over the Personal Property Assets to the extent any of the foregoing have not been previously delivered to the Buyer and to the extent transferable (collectively, the "**Miscellaneous Assets**"), all as more fully described on Schedule 1.4 attached hereto.

2. EXCLUDED ASSETS. Notwithstanding anything to the contrary in this Agreement, the Personal Property Assets do not include any "Excluded Asset". The following assets are "**Excluded Assets**" for purposes of this Agreement: (i) each Seller's bank account(s); (ii) cash and any claims for deposits and/or refunds; (iii) that certain Note Receivable in the amount of _____ regarding ERHC; (iv) the 2011 Ford Explorer owned by Seller; (v) Seller's interest, if any, in the 1961 customized Chevrolet Pickup Truck; (vi) the computers (but not files therein), printers, telephone equipment, desks, chairs, pictures and other office furniture, equipment and supplies located in Seller's office premises (the "**Olathe Office Premises**") located at 25055 West Valley Parkway, Suite 106, Olathe, KS 66061; (vii) all leases and other contracts to which a Seller is a party, including without limitation that certain Office Lease entered into in April, 2014 by and between Evans and Cedar Creek Development V, L.L.C. covering the Olathe Office Premises, except that the "Assumed Contract" (as defined below) is not an Excluded Asset; (viii) all rights of each Seller under this Agreement and any other agreement to be entered into by a Seller and the Buyer in connection with the transactions contemplated by this Agreement; (ix) each Seller's tax returns, financial statements, minute books and other financial and business records; (x) all accounts receivable of each Seller; and (xi) the name "Evans" as long as such name is not used together with the word "Enterprises".

3. PURCHASE PRICE.

3.1. Total Purchase Price. The total purchase price for the Personal Property Assets and for the Non-Compete Covenant under Section 10 below (the "**Purchase Price**") shall be an amount equal to the sum of (i) _____, plus (ii) the amount to be paid for the Inventory pursuant to Section 1.2 above, plus (iii) the "Earn-Out Payments" (as defined below). Except for the Earn-Out Payments, which are payable in accordance with Section 3.3 below, payment of the Purchase Price shall be made at Closing on the Closing Date in the form of a certified check made payable to Sellers jointly or by wire transfer to such bank account(s) of Seller(s) as Seller(s) may instruct the Buyer in writing.

3.2. [Intentionally Deleted]

18.6. Exclusive Remedies. Subject to the right to obtain injunctive and other equitable relief and except for any action based on fraud or intentional misrepresentation, the parties acknowledge and agree that following the Closing, the indemnification provisions of this Section 18 shall be the sole and exclusive remedies of the parties for any breach of or inaccuracy in any representation or warranty or any breach, nonfulfillment or default in the performance of any of the covenants or agreements contained in this Agreement.

19. ASSIGNMENT; NO THIRD PARTY BENEFICIARY. Except as expressly provided by this Agreement, no party hereto shall assign any of its rights or obligations hereunder without the prior written consent of the other party. Except for any such valid assignment, this Agreement is for the sole benefit of the undersigned parties hereto and is not for the benefit of any third party.

20. EXPENSES. The Buyer and the Sellers shall each bear their respective costs and expenses in connection with this transaction, including all taxes of any type, fees to all attorneys, accountants, appraisers and advisors representing the parties in connection with this transaction. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in any final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred therein by such party or parties (including such costs, expenses, and fees on any appeal or in connection with any bankruptcy proceeding), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses, and attorneys' fees shall be included in and as a part of such judgment.

21. RISK OF LOSS. All risks of destruction, loss or damage to any or all of the Personal Property Assets shall remain with the Sellers until the Closing Date. The Buyer assumes all such risks from and after the Closing Date. If a material loss of any of the Personal Property Assets is sustained prior to the Closing Date, then the Buyer, in its sole discretion, shall have the right to terminate this Agreement. Material loss of any of the Personal Property Assets subsequent to the Closing Date shall not give the Buyer a right to terminate this Agreement.

22. NOTICE. Any notice required by either party to be given to the other shall be in writing addressed to the other party at its address as set forth below, or to such other address as is designated in writing by the other party, and sent by United States certified mail, return receipt requested, with the proper postage affixed thereto:

If to Sellers: Evans Enterprises, LLC
ATTN: Bryan Evans, Manager
25055 West Valley Parkway
Suite 106

If to Buyer: United Suppliers, Inc.
224 S. Bell Avenue
Ames, Iowa 50010
ATTN: Brad Oelmann, President

With a copy to: Steve Nielsen, General Counsel
224 S. Bell Avenue
Ames, Iowa 50010

23. CONSTRUCTION. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa. If for any reason any provision of this Agreement shall be inoperative,

the validity and effect of the other provisions shall not be affected thereby.

24. CONSENT TO JURISDICTION. The jurisdiction for any action arising out of or relating to this Agreement may be in a State or Federal court of appropriate jurisdiction located in or having jurisdiction over Johnson County, Kansas or Story County, Iowa. Each party to this Agreement hereby waives any objection to the jurisdiction of or venue in any such court and to the service of process issued by such court and agrees that each may be served by any method of process described in the Kansas, Iowa or Federal Rules of Civil Procedure. Each party to this Agreement hereby waives any right to claim that any such court is an inconvenient forum or any similar defense.

25. COUNTERPART/FACSIMILE SIGNATURES. This Agreement may be executed in one or more identical counterparts, which, when executed by all parties, shall constitute one and the same Agreement. The parties hereto may accept this Agreement by sending an executed copy of the signature page by facsimile to the attorney for the other parties and by forwarding on the same date to the attorney for the other parties the originally executed signature page.


26. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties, integrates all the terms and conditions mentioned in or incidental to this Agreement and supersedes all prior negotiations and writings. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by all the parties hereto.

Signature page to immediately follow

INTENDING TO BE LEGALLY BOUND, the parties to this Agreement each hereby acknowledge receipt of an original executed copy of this Agreement and that the same was executed in duplicate by such party as of the day and year first written above.

SELLERS:

Evans Enterprises, LLC


By 
Bryan Evans, Manager

Great Plains Fertilizer, LLC

By 
Bryan Evans, Manager

BUYER:

United Suppliers, Inc.

By 
Brad Oelmann, President

SCHEDULES AND EXHIBITS TO AGREEMENT

- Schedule 1.1 Equipment List
- Schedule 1.2 Inventory List
- Schedule 1.4 Miscellaneous Assets
- Schedule 3.5 Applicable Termination Fee
- Schedule 4 Assumed Contracts
- Exhibit A Assignment and Assumption Agreement
- Exhibit B Consulting Agreement
- Exhibit C Employment Agreements/Independent Contractor Agreement
- Exhibit D Bill of Sale

SCHEDULE 1.4

MISCELLANEOUS ASSETS

1) Trademarks and Patents

Matter Number	Title/Mark	Application Number	Country	Status	Owner
485036	AMCHLOR BASIC	77/654,755	US	Registered	Evans Enterprises, LLC
485037	AMCHLOR DRY	85/429,487	US	Registered	Evans Enterprises, LLC
542395	AMCHLORDRY WITH DURAGARD (and Design)	85/815,896	US	Registered	Evans Enterprises, LLC
503941471	Patent (salt out)	7674312, 7985276, 8152892	US	Registered	Evans Enterprises, LLC

2) Phone number

(913) 764-7766

3) Miscellaneous

Handtools, equipment at plant in Spokane (tools not listed under assets)

4) Customer Lists

Both Evans Enterprises and Great Plains Fertilizer

5) State Registrations

Kansas, Colorado, Nebraska, South Dakota, North Dakota, Montana, Washington

6) Advertising material (handouts)

Various publications, etc.