

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameri-Pac, Inc.		10/01/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Wilbur-Ellis Feed, LLC		
Also Known As:	Wilbur-Ellis		
Street Address:	345 California Street, 27th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1669109	GREEN-LYTE	
Registration Number:	1706230	AMERI-VET	
Registration Number:	1900309	AMERI-PHEROL	
Registration Number:	2167995	OXY-GON	
Registration Number:	2419476	AMERI-VET	
Registration Number:	2106546	AMERI-PAC	
Registration Number:	2610706	OXY-BLOCK	
Registration Number:	3431663	AMERI-PAC	
Registration Number:	5302932	DYNA-FLAX	
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:	650-692-1700		
Email:	rtroxel@tmassoc.com		
Correspondent Name:	Randy Troxel		
Address Line 1:	1001 Bayhill Drive, Suite 200		
Address Line 4:	San Bruno, CALIFORNIA 94066		

OP \$240.00 1669109

NAME OF SUBMITTER:	Randy Troxel
SIGNATURE:	/randytroxel/
DATE SIGNED:	10/09/2018
Total Attachments: 5 source=Ameri-Pac-Wilbur Ellis- Assignment and Assumption Agreement 2#page1.tif source=Ameri-Pac-Wilbur Ellis- Assignment and Assumption Agreement 2#page2.tif source=Ameri-Pac-Wilbur Ellis- Assignment and Assumption Agreement 2#page3.tif source=Ameri-Pac-Wilbur Ellis- Assignment and Assumption Agreement 2#page4.tif source=Ameri-Pac-Wilbur Ellis- Assignment and Assumption Agreement 2#page5.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of October 1, 2018, by and between AMERI-PAC, INC., a Missouri corporation (the "Assignor"), and WILBUR-ELLIS FEED, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the "APA"), dated as of the date hereof, pursuant to which Assignor agrees to assign to Assignee its right, title and interest in and to certain assets (collectively, and excluding the Excluded Assets (as defined in the APA), the "Assets") used in Assignor's business of the sale of animal health and nutrition related products and services (the "Business");

WHEREAS, pursuant to the APA, Assignor wishes to transfer and assign, and Assignee wishes to assume from Assignor, the Assets and the Assumed Liabilities;

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Effective as of the date of this Agreement, Assignor hereby assigns, transfers and conveys unto Assignee, effective as of the date hereof, all of its right, title and interest in and to the following Assets:

(a) All accounts receivable and promissory notes and other rights to receive payment or credit (in any form and inclusive of any interest charges) associated with the Business (the "Receivables"), and all rights associated with prepayments to and deposits with suppliers (all such prepayments and deposits being referred to herein as the "Supplier Deposits").

(b) All rights of Assignor in, to and under (i) all executory sales orders, purchase orders and other commitments by customers to purchase products or services of any kind, (ii) all leases with unrelated third parties for vehicles, railroad, equipment or real property, provided that such leases are currently used in the normal operation of the Business, and (iii) all other agreements listed in Schedule 1(b) (all such sales orders, purchase orders, other commitments, leases and agreements are hereinafter referred to collectively as the "Contracts").

(c) All right, title and interest of Assignor in and to all intellectual property and intellectual property rights used in connection with the Business, including, without limitation the intellectual property set forth on Schedule 1(c) (collectively, the "Intellectual Property").

(d) All right, title and interest of Seller in and to any and all permits held by Seller in connection with the ownership or operation of the Business, to the extent assignable (the "Permits").

(e) All books, records (other than records relating to Assignor's taxes and records relating to the organization, maintenance, and existence of Assignor as a corporation), ledgers, documents, files, agreements, purchase orders, internal reports, and other materials in Assignor's possession relating to the Assets (collectively, "Records").

(f) All right, title and interest of Assignor in and to any and all other assets associated with the Business, in any form, whether tangible or intangible (the "Other Assets").

2. Effective as of the date of this Agreement, Assignee hereby assumes and agrees to be liable for and perform all obligations of Assignor arising from or relating to the Receivables, Supplier Deposits, Contracts, Intellectual Property, Permits, Records, Other Assets, and the Assumed Liabilities to the extent such obligations are to be performed subsequent to the Closing of the transactions contemplated by the APA.

3. Assignor and Assignee shall take all action and do all things necessary, proper or advisable (or reasonably requested by Assignee) to consummate and make effective the transactions contemplated by this Agreement, including but not limited to the execution, acknowledgement and delivery of all such further acts, deeds, assignments, transfers and conveyances for assigning, transferring and setting over unto Assignee all right, title and interest of the Assignor in and to the Receivables, Supplier Deposits, Contracts, Intellectual Property, Permits, the Other Assets, and the Assumed Liabilities.

4. This Agreement may be executed in two or more counterparts and all such counterparts so executed shall constitute an original agreement binding on all the parties and together shall constitute but one instrument. The parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement.

5. Section 9.7 of the APA shall govern all notices and other communications hereunder.

6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the APA.

7. The validity, performance, and enforcement of this Agreement shall be governed by the laws of the State of Missouri, without regard to its conflicts of law principles.

8. This Agreement is being delivered subject and pursuant to the terms and conditions of the APA, and the rights and obligations of the parties to the APA set forth in the representations, warranties, covenants, agreements and other terms and provisions thereof shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

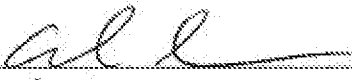
9. This Agreement and the APA constitute the entire agreement among the parties with respect to the subject matter hereof and supersede any prior agreement or understandings among them, oral or written, with respect to the subject matter hereof, all of which are hereby cancelled.

[The rest of this page is left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

WILBUR-ELLIS FEED, LLC

AMERI-PAC, INC.

By: 
Name: ANDREW L. DEA
Title: President

By: _____
Name: _____
Title: _____

Signature Page- Assignment and Assumption Agreement

Schedule 1(c)

Intellectual Property

1. The names “Amer-Pac”, “Amer-Pherol”, “Ameri-Vet”, “Ameri-Mills”, “Dyna-Flax”, “Green-Lyte”, “Oxy-Block”, and “Oxy-Gon”
2. All trademarks, service marks and trade names used in connection with the Business, including, without limitation,

AMERI-PAC

a.

AMERI-PAC

b.

 **Ameri-Pac**

c.

 **Ameri-Pac[®] Inc.**

AMERI-PAC and Design

AMERI-VET

a.

AMERI-VET

AMERI-PHEROL

DYNA-FLAX

a.

DYNA-FLAX

OXY-GON

OXY-BLOCK

GREEN-LYTE

3. <http://www.ameri-pac.com>
4. All copyrights and licenses
5. All customer lists, sales literature, and marketing materials for the Business

6. All goodwill related to the Intellectual Property.