

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645156

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900608590
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lime Creek Ag Services, Inc.		02/02/2021	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Farmer's Business Network, Inc.
Street Address:	388 El Camino Real
City:	San Carlos
State/Country:	CALIFORNIA
Postal Code:	94070
Entity Type:	Corporation: DELAWARE
Name:	FBN Pharmacy LLC
Street Address:	388 El Camino Real
City:	San Carlos
State/Country:	CALIFORNIA
Postal Code:	94070
Entity Type:	Limited Liability Company: DELAWARE
Name:	FBN Inputs, LLC
Street Address:	388 El Camino Real
City:	San Carlos
State/Country:	CALIFORNIA
Postal Code:	94070
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5565706	PROPIG
Registration Number:	5453720	PROPIG
Registration Number:	3006138	PROPIG

CORRESPONDENCE DATA

Fax Number: 5035955301

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.

Phone: 5035955300

Email: ptotmdocket@klarquist.com

Correspondent Name: Sheree L. Rybak

Address Line 1: 121 SW Salmon Street

Address Line 2: One World Trade Center, Suite 1600

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	9291-106075-01
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NAME OF SUBMITTER:	Sheree L. Rybak
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SIGNATURE:	/Sheree L. Rybak/
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DATE SIGNED:	05/07/2021
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Total Attachments: 15

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STOCK PURCHASE AGREEMENT

by and among

**REED LEITING, STEVEN DUDLEY, BRIAN DORCEY, CONNIE MCNAB,
AND DANIEL GREVE,**

as the Sellers,

STEVEN DUDLEY,
as the Sellers' Representative, and

FARMER'S BUSINESS NETWORK, INC.,

FBN PHARMACY LLC, and

FBN INPUTS, LLC,

as the Buyers

Dated as of **February 2, 2021**

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this ‘Agreement’), is dated as of **February 2, 2021**, by and among **REED LEITING, STEVEN DUDLEY, BRIAN DORCEY, CONNIE MCNABB, AND DANIEL GREVE**, consisting of all of the shareholders of the Companies (each, a “Seller,” and collectively, the “Sellers”); **STEVEN DUDLEY**, as the Sellers’ representative (the “Sellers’ Representative”); and **FARMER’S BUSINESS NETWORK, INC.**, a corporation organized under the laws of the State of Delaware (“FBN”), **FBN INPUTS, LLC**, a Delaware limited liability company (“Inputs”), and **FBN PHARMACY LLC**, a Delaware limited liability company (“Pharmacy”) (FBN, Inputs and Pharmacy, each, a “Buyer,” and collectively, the “Buyers”).

WITNESSETH:

WHEREAS, Lime Creek Ag. Services, Inc., a Minnesota Corporation (“LCAS”), Prairie Livestock Supply Company, a Minnesota corporation (“PLS”), and VMC Laboratories, Inc., a Minnesota corporation (“VMCL,” and together with LCAS and PLS, the “Companies” and each individually a “Company”) are engaged in the business of providing veterinary and other animal health services and products (the “Business”);

WHEREAS, the Sellers own, (a) all of the issued and outstanding securities of LCAS, as set forth on Annex I hereto (the “LCAS Stock”), (b) all of the issued and outstanding securities of PLS, as set forth on Annex I hereto (the “PLS Stock”), and (c) all of the issued and outstanding securities of VMCL, as set forth on Annex I hereto (the “VMCL Stock”) (the LCAS Stock, the PLS Stock and the VMCL Stock, collectively, the “Stock”) free and clear of all Liens;

WHEREAS, the Buyers desire to purchase all of the Stock from the Sellers, and the Sellers desire to sell all of the Stock to the Buyers, in each case upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Veterinary Medical Center Professional Association, a Maryland professional corporation (“VMC”), is engaged in the business of providing multi-species veterinary and other animal health services (the “VMC Business”);

WHEREAS, certain Sellers own all of the issued and outstanding securities of VMC;

WHEREAS, Southwest Veterinary Services Professional Association, a Minnesota professional association (“SWV”) will be engaged in the business of providing multi-species veterinary and other animal health services (the “SWV Business”);

WHEREAS, certain Sellers own all of the issued and outstanding securities of SWV; and

WHEREAS, these Recitals are an integral part of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

As used in this Agreement, the following terms shall have the following meanings:

REDACTED

REDACTED

“Intellectual Property” means all (a) Patents, (b) Trademarks, (c) Copyrights, (d) Software, and (e) Trade Secrets.

**ARTICLE 2
PURCHASE AND SALE OF STOCK**

2.1 Purchase and Sale of Stock

Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations and warranties of the Sellers set forth below, on the Closing Date, (a) Inputs shall purchase from each of the Sellers, and each of the Sellers shall sell to Inputs, all of such Seller's LCAS Stock, free and clear of all Liens; and (b) Pharmacy shall purchase from each of the Sellers, and each of the Sellers shall sell to Pharmacy, all of such Seller's VMCL Stock and PLS Stock.

2.2 Purchase Price

Subject to adjustment as provided in Article 3 below, the aggregate consideration payable by the Buyers for the Stock is equal to the sum of the following:

REDACTED

REDACTED

“Trademarks” means trademarks, service marks, trademark rights, product names, Domain Names, Social Media Accounts, applications for Domain Names, logos, trade dress, brand names, and trade names, and other source identifiers (including all assumed or fictitious names under

which the applicable Person is conducting business or within the past five (5) years has conducted business), including all associated goodwill, whether registered or unregistered, and pending applications to register the foregoing.

REDACTED

REDACTED

5.22 Intellectual Property

- (a) Schedule 5.22(a) sets forth a true and complete list of: (i) all Patents and all names of any Persons who are or claim to be inventors or creators of any process or invention claimed by such Patents that are now owned by any of the Companies, VMC or SWV; (ii) all Trademarks in all countries of the world that are now owned by any of the Companies, VMC or SWV, whether registered or unregistered (in latter case the list must specify the countries of use); (iii) all registered Copyrights that are now owned by any of the Companies, VMC or SWV; and (iv) all custom developed Software used by any of the Companies, VMC or SWV owned by a Company, VMC or SWV.

REDACTED

IN WITNESS WHEREOF, the Parties hereto have caused this Stock Purchase Agreement to be executed as of the date first above written.

BUYERS:

FARMER'S BUSINESS NETWORK, INC.

FBN PHARMACY LLC

DocuSigned by:
By: Amol Deshpande
Name: Amol Deshpande
Title: Chief Executive Officer

DocuSigned by:
By: Amol Deshpande
Name: Amol Deshpande
Title: Chief Executive Officer

FBN INPUTS, LLC

DocuSigned by:
By: Amol Deshpande
Name: Amol Deshpande
Title: Chief Executive Officer

SELLERS' REPRESENTATIVE :

SELLERS:

Name: Steven Dudley

Name: Reed Leiting

Name: Steven Dudley

Name: Brian Dorcey

Name: Connie McNab

Name: Daniel Greve

IN WITNESS WHEREOF, the Parties hereto have caused this Stock Purchase Agreement to be executed as of the date first above written.

BUYERS:

**FARMER'S BUSINESS NETWORK,
INC.**

FBN PHARMACY LLC

By: _____
Name:
Title:

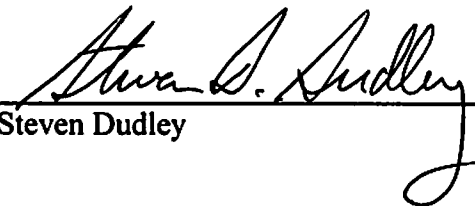
By: _____
Name:
Title:

FBN INPUTS, LLC

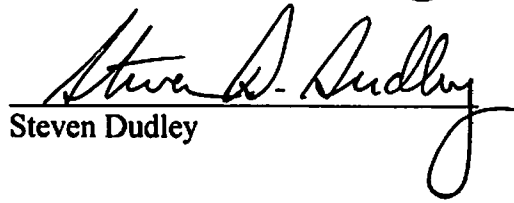
By: _____
Name:
Title:


SELLERS' REPRESENTATIVE :

SELLERS:


Name: Steven Dudley


Name: Reed Leiting


Name: Steven Dudley


Name: Brian Dorcey


Name: Connie McNab


Name: Daniel Greve

Schedule 5.22(a)
Patents, Trademarks, Copyrights, and Software

Prairie Livestock Supply Company:

1. Patents
 - a. None
2. Trademark
 - a. PERPHECT H20
 - i. Serial Number 85736727
 - ii. Registration Number: 4478811
 - iii. Registration Date: February 4, 2014
 - iv. Owner: Veterinary Medical Center Professional Association d/b/a Prairie Livestock Supply
 - v. Live
 - b. PREMIBOOST
 - i. Serial Number: 87774113
 - ii. Registration Number: 5608634
 - iii. Registration Date: November 13, 2018
 - iv. Owner: Prairie Livestock Supply, Inc.
 - v. Live
 - c. PERPHECT HOOF
 - i. Serial Number: 86491146
 - ii. Registration Number; 4949074
 - iii. Registration Date: May 3, 2016
 - iv. Owner: Veterinary Medical Center Professional Association d/b/a Prairie Livestock Supply
 - v. Live
 - d. OGH
 - i. Serial Number: 86029805
 - ii. Registration Number: 4557468
 - iii. Registration Date: June 24, 2014
 - iv. Owner: Veterinary Medical Center Professional Association d/b/a Prairie Livestock Supply
 - v. Live
 - e. CDT – Complete Dehydration Treatment™ (unregistered)
3. Copyrights
 - a. None
4. Custom Developed Software
 - a. None
5. Domain Names
 - a. plsexpress.net

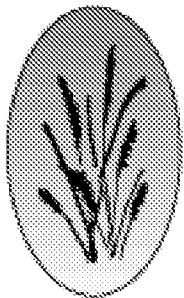
- b. plsexpress.online
- c. plsexpress.org
- d. prairielivestocksupply.co
- e. prairielivestocksupply.com
- 6. Social Media Accounts
 - a. Instagram: @prairielivestocksupply
 - b. Twitter: @PrLivestockSply
 - c. Facebook: Prairie Livestock Supply
- 7. Logos



PRAIRIE LIVESTOCK SUPPLY
Your Total Service Livestock Supply Center



PRAIRIE LIVESTOCK SUPPLY



**PRAIRIE
LIVESTOCK
SUPPLY**

VMC Laboratories, Inc.:

- 8. Patents
 - a. None
- 9. Trademarks
 - a. None
- 10. Copyrights
 - a. None
- 11. Custom Developed Software
 - a. None
- 12. Domain Names

- a. None
- 13. Social Media Accounts
 - a. None
- 14. Logos
 - a. None

Lime Creek Ag. Services, Inc.

- 15. Patents
 - a. None
- 16. Trademark
 - a. PROPIG
 - i. Serial Number: 87795236
 - ii. Registration Number: 5565706
 - iii. Registration Date: September 18, 2018
 - iv. Owner: Lime Creek Ag Services, Inc.
 - v. Live
 - b. PROPIG
 - i. Serial Number: 87713264
 - ii. Registration Number: 5453720
 - iii. Registration Date: April 24, 2018
 - iv. Owner: Lime Creek Ag Services, Inc.
 - v. Live
 - c. PREMIBOOST
 - i. Abandoned February 28, 2018
 - ii. Serial Number 87615381
 - iii. Owner: Lime Creek Ag Services, Inc.
 - iv. Dead
 - d. PROCATLEHORIZONS.COM
 - i. Cancelled
 - ii. Serial Number: 78756323
 - iii. Registration Number: 3341459
 - iv. Registration Date: November 20, 2007
 - v. Owner: Lime Creek Ag Services, Inc.
 - vi. Dead
 - e. PROPIG
 - i. Serial Number: 76289209
 - ii. Registration Number: 3006138
 - iii. Registration Date: October 11, 2005
 - iv. Owner: Lime Creek Ag. Services, Inc.
 - v. Assignment Recorded
 - 1. Assignor: Propig.com, Inc.
 - 2. Assignee: Lime Creek Ag. Services, Inc.

vi. Live

17. Copyrights

a. None

18. Custom Developed Software

a. None

19. Domain Names

a. procattlehorizons.com

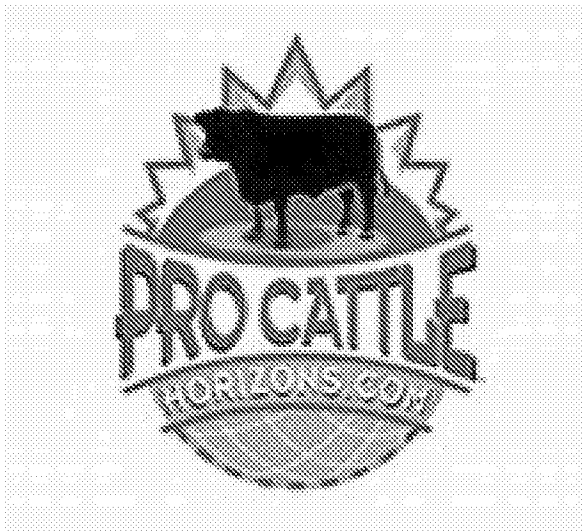
b. procattlesupply.com

c. propig.com

20. Social Media Accounts

a. None

21. Logos



Veterinary Medical Center Professional Association

22. Patents

- a. None

23. Trademark

a. PERPHECT HOOF

- i. Serial Number: 86491146
- ii. Registration Number; 4949074
- iii. Registration Date: May 3, 2016
- iv. Owner: Veterinary Medical Center Professional Association d/b/a Prairie Livestock Supply
- v. Live

b. PERPHECT HOOF

- i. Serial Number: 86491146
- ii. Registration Number; 4949074
- iii. Registration Date: May 3, 2016
- iv. Owner: Veterinary Medical Center Professional Association d/b/a Prairie Livestock Supply
- v. Live

c. PERPHECT H20

- i. Serial Number 85736727
- ii. Registration Number: 4478811
- iii. Registration Date: February 4, 2014
- iv. Owner: Veterinary Medical Center Professional Association d/b/a Prairie Livestock Supply
- v. Live

24. Copyrights

- a. None

25. Custom Developed Software

- a. None

26. Social Media Accounts:

- a. Instagram: @vmc_worthington
- b. Facebook: Worthington Veterinary Medical Center

27. Logos

