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U.S. Department of
Commerce
Patent and Trademark Office

U.S. Patent & TMO/c/TM Mail Rc: Dt. #64

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party (ies):

3-9-00

Universal Cooperatives, Inc.

- Individual(s)
- General Partnership
- Corporation-Minnesota
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Blooming Prairie Cooperative Warehouse

Internal Address:

Street Address: 2340 Heinz Road

City: Iowa City State: IA Zip: 52240

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution: February 9, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,282,584

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alan M. Anderson

Internal Address: Larkin, Hoffman, Daly & Lindgren, Ltd.

Street Address: 1500 Norwest Financial Center
7900 Xerxes Avenue South

City: Bloomington State: Minnesota ZIP: 55431

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 12-0449

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alan M. Anderson
Name of Person Signing

Alan M. Anderson
Signature

March 9, 2000
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks
2900 Crystal Drive, Arlington, VA 22202-3513

0563055 01

TRADEMARK
REEL: 002050 FRAME: 0388

ASSIGNMENT OF MARK

In consideration for One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Universal Cooperatives, Inc., a Minnesota corporation (the Assignor), hereby transfers, sells, and assigns to Blooming Prairie Cooperative Warehouse, an Ohio corporation (the Assignee), and its successors and assigns, all of the Assignor's right, title, and interest in and to the trademark "CO OP" and design, a trademark registered in the United States Office of Patents and Trademarks on October 5, 1999, and assigned Registration No. 2,282,584 (the Mark), together with all of the goodwill associated with the Mark.

The transfer provided for in this Assignment shall include an assignment of all of the Assignor's right, title, and interest in and to any and all registrations and/or applications for the registration of the Mark with any state or federal authority, and shall be further deemed to include the right to sue for and collect damages for any past, present, or future infringement of the Mark.

Upon the request of the Assignee, the Assignor shall take such actions and execute such documents and instruments as may be required in order for the Assignee to perfect, protect, enforce, transfer, or register the Mark.

The Assignor represents and warrants that: (a) he is the exclusive owner of the Mark; (b) the Mark is not subject to any liens, claims, charges, encumbrances, security interests, or restrictions of any kind whatsoever; (c) the Assignor has the right and authority to enter into this Assignment without receiving the consent or approval of any other person or organization, and (d) this Assignment shall be binding upon and fully enforceable against the Assignor.

This Assignment shall be governed by the laws of the State of Minnesota. For the purpose of resolving conflicts related to or arising out of this Assignment, the parties expressly agree that venue shall be in the State of Minnesota only, and, in addition, the parties hereby consent to the jurisdiction of the federal and state courts in the State of Minnesota.

