

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Superior Feeds, Inc.		06/28/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Bluebonnet Feeds, LP
Composed Of:	COMPOSED OF Ranchers Milling Company, LLC, A Texas Limited Liability Company.
Street Address:	P.O. Box 2006
City:	Ardmore
State/Country:	OKLAHOMA
Postal Code:	73402
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78106137	BLUEBONNET FARMS
Serial Number:	78106138	BLUEBONNET FARMS
Serial Number:	78310301	BLUE RIBBON
Registration Number:	1074707	AMERICAN SUPERIOR
Registration Number:	1085862	STRIDE
Registration Number:	1106243	TRACK MASTER
Registration Number:	1166714	BOOST 'EM
Registration Number:	1178396	BLUEBONNET
Registration Number:	1481811	DOG MAGIC
Registration Number:	1488744	EQUILENE
Registration Number:	1963402	BLUEBONNET KENNEL CHOICE
Registration Number:	1963455	BLUEBONNET COMPETITIVE EDGE
Registration Number:	2709024	BLUEBONNET GAME COCK CONDITIONER

OP \$415.00 78106137

Registration Number:	2711092	BLUEBONNET GAME COCK MAINTENANCE
Registration Number:	2757547	BLUEBONNET FARMS
Registration Number:	1084991	POWER-PLUS

CORRESPONDENCE DATA

Fax Number: (870)355-4812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 469-371-3082
Email: jefflook@trademarkguru.biz
Correspondent Name: Jeffrey J. Look
Address Line 1: P.O. Box 364
Address Line 4: Eudora, ARKANSAS 71640

NAME OF SUBMITTER:	Jeffrey J. Look
Signature:	/jeffreyjlook/
Date:	07/21/2005

Total Attachments: 3
source=Trademark Assignment 2#page1.tif
source=Trademark Assignment 2#page2.tif
source=Assignment SCHEDULE A#page1.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") dated as of June 28, 2005, is made by American Superior Feeds, Inc., a Texas Corporation ("Assignor"), for the benefit of and in favor of Bluebonnet Feeds, LP, a Texas Limited Partnership (including its successors and assigns, "Assignee").

WITNESSETH:

Assignor and Assignee have entered into a Purchase and Sale Agreement dated April 12, 2005 ("Agreement"). Assignor and Assignee have entered into an Interim Closing Agreement dated April 30, 2005 ("Interim"). Subject to the terms and conditions of the Agreement and the Interim, Assignee is acquiring substantially all of the assets of Assignor. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement; and

Assignor is willing in connection with certain transactions being consummated on the date hereof to assign to Assignee all right, title, and interest in and to all foreign and domestic common law trademarks, service marks, trade names, trademark registrations and applications (including, without limitation, those listed on Schedule A attached hereto) used by Assignor or in which Assignor otherwise has an ownership interest (collectively, the "Trademarks"), and all goodwill of the business associated with each of the foregoing; and

Assignee desires to acquire the Trademarks from assignor; and

Assignor and Assignee desire to confirm of record the assignment to Assignee of the Trademarks;

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Trademark Assignment) and the Agreement, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Assignor and Assignee hereby agree as follows:

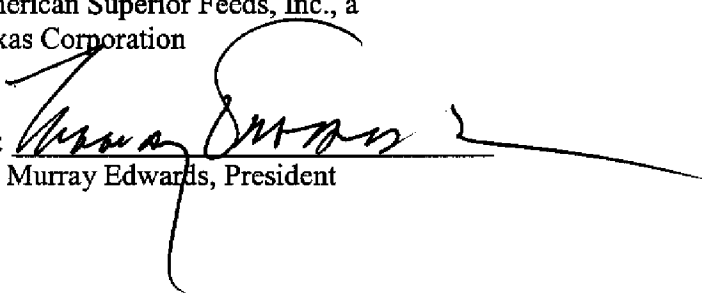
1. Assignor hereby sells, assigns, transfers, conveys and sets over, and shall sell, assign, transfer, convey, and set over, to Assignee, its successors, legal representatives and assigns: (i) all right, title and interest, throughout the world, in and to the Trademarks (including, without limitation, such marks alone or in combination with other words, figures, designs or indicia), together with the goodwill of the business associated therewith, and symbolized thereby, and all common law rights in and to registrations thereof, whether foreign or domestic, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, at least as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not

been made (collectively, the "Assigned Trademarks"), and (ii) all rights and privileges pertaining to the Assigned Trademarks (including, without limitation, all proceeds thereof and all causes of action, claims and demands and other rights for, or arising from, any past, present or future infringement of the Assigned Trademarks.)

2. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Trademark Assignment and to fully maintain and enforce the rights hereby conveyed and to permit Assignee to obtain registrations for and be duly recorded as the registered owner of, the Assigned Trademarks and all other rights hereby conveyed.
3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the owner of the Assigned Trademarks, as assignee of the trademarks and applications to register trademarks listed on Schedule A attached hereto, for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

American Superior Feeds, Inc., a
Texas Corporation

By: 
Murray Edwards, President

SCHEDULE A**REGISTRATIONS**

MARK	REGISTRATION NO.	SERVICES
AMERICAN SUPERIOR	1074707	Horse feed
STRIDE	1085862	Horse feed supplement
POWER-PLUS	1084991	Horse feed
TRACK MASTER	1106243	Horse feed
BOOST'EM	1166714	Animal rations
BLUEBONNET	1178396	Animal rations
DOG MAGIC	1481811	Dog food
EQUILENE	1488744	Horse feed
BLUEBONNET KENNEL CHOICE	1963402	Pet food
BLUEBONNET COMPETITIVE EDGE	1963455	Animal feed and pet food
BLUEBONNET GAME COCK CONDITIONER	2709024	Animal feeds
BLUEBONNET GAME COCK MAINTENANCE	2711092	Animal feeds
BLUEBONNET FARMS	2757547	Organic fertilizer, soil amendments, soil conditioner, plant food, potting soil

PENDING APPLICATIONS

Trademark	Serial Number	Goods
BLUEBONNET FARMS	78/106137	Nutritional and medicated animal feed additives
BLUEBONNET FARMS	78/106138	Nonmedicated animal feeds
BLUE RIBBON	78/310301	Dog and cat food