

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
Fonterra TM Limited		01/24/2008	COMPANY: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Agri Laboratories, Ltd.		
Street Address:	20927 State Route K		
City:	St. Joseph		
State/Country:	MISSOURI		
Postal Code:	64505		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1424550	COLOSTRX	
CORRESPONDENCE DATA			
Fax Number:	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 413-3000		
Email:	tmdocket@oblon.com		
Correspondent Name:	Kathleen Cooney-Porter		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	321851US		
NAME OF SUBMITTER:	Kathleen Cooney-Porter		
Signature:	/kcp/		
Date:	02/07/2008		

CH \$40.00 1424550

Total Attachments: 7

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**TRADEMARK AND TRADE DRESS
PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into by and between Fonterra TM Limited (“Fonterra TM”), a New Zealand company located at Princes Street, The Fonterra Centre, Auckland, New Zealand, and Agri Laboratories, Ltd. (“AgriLabs”), a Delaware corporation located at 20927 State Route K, St. Joseph, Missouri 64505.

WHEREAS, Fonterra TM is the current owner of the mark COLOSTRX (the “COLOSTRX Trademark”) in the United States, Greece, and Denmark, which has been used in connection with a bovine immunoglobulin colostrum supplement that supplies absorbable antibodies to aid in the treatment of diarrhea in newborn calves less than 24 hours old (“Colostrum Supplement”); and

WHEREAS, Fonterra TM is the owner of record of United States Trademark Registration No. 1,424,550 for the mark COLOSTRX Trademark (issued on January 13, 1987) for “high nutrition food for newborn calves” in International Class 5; and

WHEREAS, Fonterra TM also is the owner of record of the following registrations for the COLOSTRX Trademark outside of the United States:

Country	Reg. No.	Classes
Greece	095,204	5, 31
Denmark	VR 1989 04564	31

WHEREAS, Fonterra TM is the owner and, directly or indirectly, is the user at common law in the United States of a certain trade dress in connection with Colostrum Supplement comprising a drawing of two calves standing next to one another in front of a background of blue horizontal lines limited to the United States of America (the “TWO CALVES Trade Dress”), the representation of which is attached as Exhibit A; and

WHEREAS, AgriLabs is desirous of acquiring Fonterra TM’s entire right, title and interest in and to the COLOSTRX Trademark and the TWO CALVES Trade Dress, including the rights to sue for present and future infringement, and all infringements occurring prior to the Effective Date of this

Agreement;

NOW, THEREFORE, in consideration of

(the "Purchase Amount"), payable by check or wire transfer at Fonterra TM's election, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Fonterra TM does hereby sell, assign and transfer unto AgriLabs its entire right, title and interest in and to the COLOSTRX Trademark and the TWO CALVES Trade Dress, including any pending trademark applications or issued trademark registrations for the COLOSTRX Trademark as may be applied for or registered in the name of Fonterra TM in any country or jurisdiction as of the Effective Date of this Agreement, any and all registrations resulting from said applications, any and all renewals of said registrations, any and all applicable common law rights therein, and any and all Convention or Treaty rights therein, together with the goodwill connected with and symbolized by the COLOSTRX Trademark and the TWO CALVES Trade Dress, together with the rights to sue for all present and future infringements thereof, and all infringements occurring prior to the Effective Date of this Agreement as fully and entirely as the same would have been held by Fonterra TM had this Agreement not been made; further authorizing and requesting the officials of any Patent, Trademark, or Industrial Property Office throughout the world to issue any and all registrations resulting from the aforesaid applications for registration, registrations, or any renewals thereof, when granted, to AgriLabs as the acquirer of the entire right, title and interest in and to the same.

2. Fonterra TM represents and warrants that it is the sole owner of record of United States Trademark Registration No. 1,424,550 (mark: COLOSTRX), Greece Registration No. 095,204 (mark: COLOSTRX), Denmark Registration VR 1989 04564 (mark: COLOSTRX), and is the sole common law owner of the TWO CALVES Trade Dress in the United States. Fonterra TM is not aware of any encumbrances on said mark, or on said trade dress, which would prevent Fonterra TM from transferring valid title thereto.

3. Fonterra TM warrants that it will make no further claim in relation to the COLOSTRX Trademark and TWO CALVES Trade Dress throughout the world, but provides no other representations, undertakings or warranties, whether express or implied, in relation to the COLOSTRX Trademark or the TWO CALVES Trade Dress other than those expressly set out in paragraph 2.

4. Within five (5) business days from the Effective Date of this Agreement, Fonterra TM shall provide the name, address, telephone number, fax number, and e-mail address of its supplier (and/or its affiliated company's supplier) of the packaging bearing the COLOSTRX Trademark and the TWO CALVES Trade Dress.

5. Waiver by either party of any breach, or the failure by either party to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive the right of that party thereafter to enforce and compel strict compliance by the other party with respect to any term or condition hereof.

6. If requested by AgriLabs, Fonterra TM will, at AgriLabs' expense, execute any further or other documents that may be necessary to carry out the spirit and intent of this Agreement.

7. This Agreement comprises the entire understanding of the parties with respect to the subject matter hereof, all prior oral and written communications or understandings being merged herein; and shall be binding upon and inure to the benefit of the parties, as well as any parent company, subsidiaries, related or affiliated companies, and their respective successors and assigns.

8. Each party will make all reasonable endeavors to ensure that the transaction(s) which are the subject of this Agreement shall close, and be completed, no later than December 31, 2007 or such date shortly thereafter as may otherwise be agreed upon between the parties.

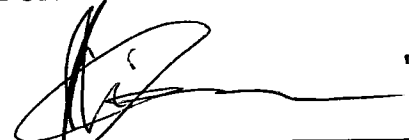
9. This Agreement shall be interpreted and enforced under the Trademark Laws of the United States, and the contract laws of the Commonwealth of Virginia.

10. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad or invalid, illegal or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law in conformance with its original intent.

WHEREFORE, the parties have caused this Agreement to be duly executed and become effective on the last date of execution indicated below (the "Effective Date").

SIGNED

FONTEIRA TM LIMITED



Signature

Michael Rex Cronin

Name

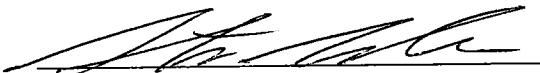
Authorized Signatory/Attorney

Title

21 December 2007

Date

AGRI LABORATORIES, LTD.



Signature

STEVE SUHRAMA

Name

PRESIDENT/CEO

Title

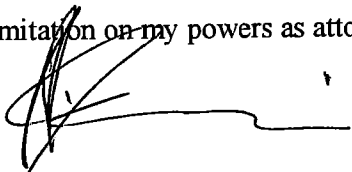
24 January 2008

Date

KCP:JH:klb {\\ATTY\KCP\AGRILABS\3367-317691US-AG6_12-20-07.DOC}

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I, **MICHAEL REX CRONIN**, certify that I am appointed as the attorney of **FONTERRA TM LIMITED** pursuant to a Power of Attorney dated 1 February 2003 ("POA"), that my signature, immediately above this certificate, is in my capacity as attorney pursuant to the POA, and that I have not, at the time of affixing my signature (above), received any notice of the revocation of the POA or of any limitation on my powers as attorney, as stated in the POA.

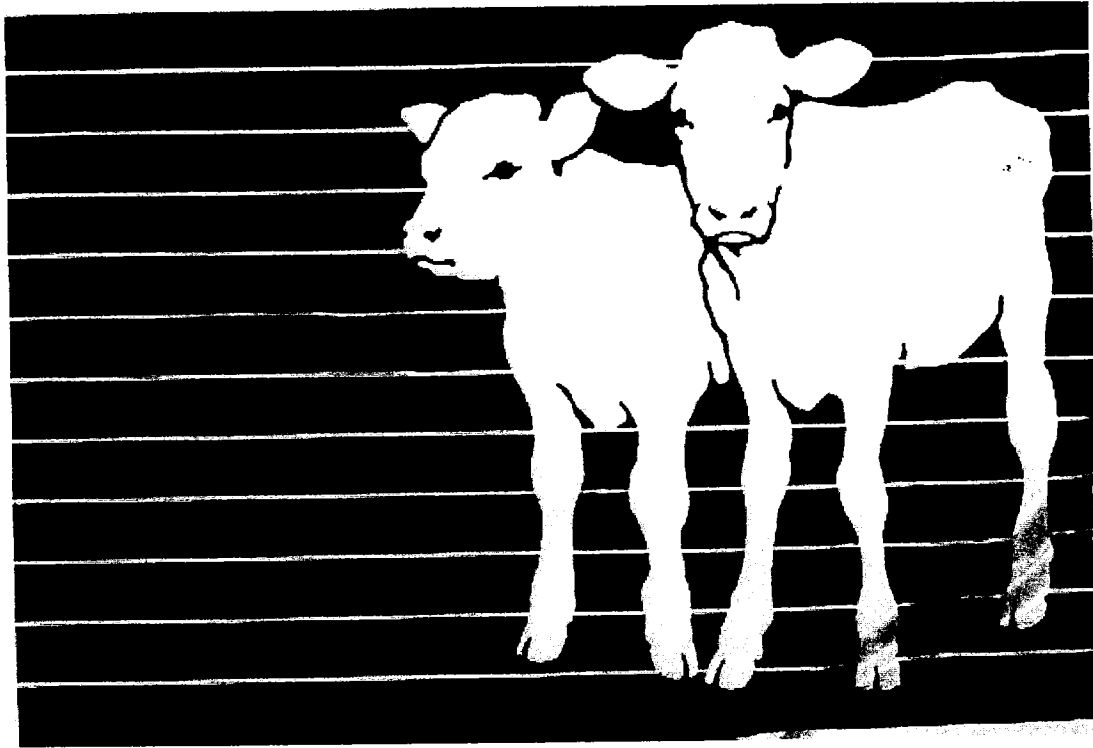


Signature of Michael Rex Cronin

21 December 2007

Date

EXHIBIT A



RECORDED: 02/07/2008

TRADEMARK
REEL: 003715 FRAME: 0062