

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
Mr. Thomas W. Brown		10/24/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Penford Products Co.		
Street Address:	7094 S. Revere Parkway		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112-3932		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3469498		
CORRESPONDENCE DATA			
Fax Number:	3124740448		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312 474 6300		
Email:	mhoover@marshallip.com		
Correspondent Name:	Marsha K. Hoover		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	27295/10115		
NAME OF SUBMITTER:	Marsha K. Hoover		
Signature:	/Marsha K. Hoover/		

OP \$40.00 3469498

Date:

01/22/2014

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK AGREEMENT

^{24th} This ASSIGNMENT OF TRADEMARK AGREEMENT (the "Agreement") is entered into as of the ^{24th} day of October, 2013 (the "Assignment"), by and between Thomas W. Brown, whose address is 308 Mojave, Lake Quivira, Kansas 66217 ("Assignor"), and PENFORD PRODUCTS CO., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 7094 S. Revere Parkway, Centennial, Colorado 80112-3932 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and/or licensed the use of, and is using and/or licensing the use of, the trademark for a carrot shaped animal chew (hereinafter the "Mark"), and has registered the Mark as United States Certificate of Trademark Reg. No. 3,469,498 (hereinafter the "Registration," a copy of which is attached as Exhibit A); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in, to and under the Mark and the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Assignee the full exclusive right, title and interest, throughout the world, in, to and under the Mark and the Registration, together with the goodwill of the business symbolized by the Mark and the right to sue for and collect on all claims for damages by reason of past infringement of the Mark or the Registration. At Assignee's request, Assignor shall provide non-monetary assistance to Assignee in registering, perfecting, enforcing or defending Assignee's rights in the Mark.

2. As of the date of execution of this Agreement, the Assignor shall have no further rights, obligations or liabilities of any kind whatsoever to the above-mentioned domain names.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Agreement to be executed by their duly authorized representatives as of the date first written above.

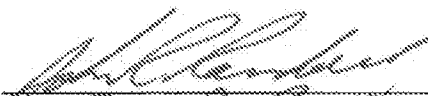
ASSIGNOR:

THOMAS W. BROWN

By: 
Thomas W. Brown

ASSIGNEE:

PENFORD PRODUCTS CO.,
a Delaware corporation

By: 
Name: John A. Gentry
Title: President