

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2



ETAS ID: TM303753

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harvey Milling Co., Inc.		04/17/2014	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Agriculture Distribution, Inc.		
<b>Street Address:</b>	88 Union Avenue, Suite 500		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38103		
<b>Entity Type:</b>	CORPORATION: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77360311	HARVEY'S AGRICULTURAL SOLUTIONS	
<b>Serial Number:</b>	85507514	HARVEY'S AGRICULTURAL SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2063598000		
<b>Email:</b>	bzhang@perkinscoie.com		
<b>Correspondent Name:</b>	Julianne A. Henley		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	112754.0004		
<b>NAME OF SUBMITTER:</b>	Julianne A. Henley		
<b>SIGNATURE:</b>	/Julianne A. Henley/		
<b>DATE SIGNED:</b>	05/06/2014		
<b>Total Attachments: 2</b>			
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source=09 Harvey's Ag - Trademark Assignment Agreement#page2.tif			

OP \$65.00 77360311

**WORLDWIDE ASSIGNMENT OF TRADEMARK RIGHTS**

WHEREAS, Harvey Milling Co., Inc., a Michigan corporation with a place of business at 729 West Main Street, Carson City, Michigan 48811, United States of America ("Assignor"), owns common law trademark rights in the marks that are the subject of this assignment as shown below, as well as the specific trademark filings shown below (collectively, these rights shall be referred to as the "Trademarks");

Mark	Class(es)	App. Date	App. No.	Reg. Date	Reg. No.	Country
HARVEY'S AGRICULTURAL SOLUTIONS	44	December 27, 2007	77360311	September 16, 2008	3501188	UNITED STATES
 Harvey's Agricultural Solutions	35, 44	January 3, 2012	85507514	August 21, 2012	4194033	UNITED STATES
 Harvey's Agricultural Solutions	N/A	N/A	N/A	N/A	N/A	UNITED STATES

WHEREAS, Pinnacle Agriculture Distribution, Inc., a Mississippi corporation with a place of business at c/o Pinnacle Agriculture Holdings, LLC, 88 Union Avenue, Suite 500, Memphis, Tennessee 38103, United States of America ("Assignee"), desires to acquire all right, title, and interest in and to the Trademarks, all goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, and Assignor desires to assign the same to Assignee;

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

- Assignor does hereby sell, assign, and transfer to Assignee all worldwide rights, title, and interest in and to the Trademarks, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, and Assignee does hereby accept this assignment.
- Assignor agrees to execute all instruments and documents and do such additional acts as may be reasonably necessary to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. Without limiting the foregoing obligation, Assignor specifically commits to amend the chain of title in Registration No. 4194033 to correct the owner name from "Harvey's Milling Co., Inc." to "Harvey Milling Co., Inc."
- The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.
- This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

Signed April 17, 2014.

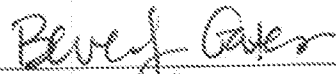
**ASSIGNOR:**

Harvey Milling Co., Inc.

\_\_\_\_\_  
Name: Michael J. McCrackin  
Title: Chairman



**ASSIGNEE:**

Pinnacle Agriculture Distribution, Inc.

  
\_\_\_\_\_  
Name: Beverly Gates  
Title: Vice President, General Counsel and Secretary

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Signed April 17, 2014.

**ASSIGNOR:**

**Harvey Milling Co., Inc.**



Name: Michael J. McCrackin  
Title: Chairman

**ASSIGNEE:**

**Pinnacle Agriculture Distribution, Inc.**

Name: Beverly Gates  
Title: Vice President, General Counsel and Secretary