

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Wenger's Feed Mill, Inc.		09/28/2015	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Wenger Group, Inc.		
<b>Street Address:</b>	101 W. Harrisburg Avenue		
<b>City:</b>	Rheems		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17570		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3681208	FEED OPTIMIZER	
<b>Serial Number:</b>	86676147	NUTRIFY	
<b>Serial Number:</b>	86744919	NUTRIFY	
<b>Registration Number:</b>	3056894	QUALITY FEED FOR QUALITY FOOD	
<b>Registration Number:</b>	3570453	SOYCHOICE	
<b>Registration Number:</b>	3031233	WENGER FEEDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8663082252		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2029068611		
<b>Email:</b>	ipmail@dykema.com,mgentner@dykema.com		
<b>Correspondent Name:</b>	Marsha G. Gentner		
<b>Address Line 1:</b>	1301 K STREET NW		
<b>Address Line 2:</b>	Suite 1100 West		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Marsha G. Gentner		
<b>SIGNATURE:</b>	/Marsha G. Gentner/		
<b>DATE SIGNED:</b>	11/04/2016		

CH \$165.00 3681208

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is dated as of September 28, 2015 by and between WENGER'S FEED MILL, INC., a Pennsylvania corporation (the "Assignor"), and THE WENGER GROUP, INC., a Pennsylvania corporation (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to those certain trade names, the trademarks, and other articles of intellectual property as more particularly identified on Exhibit A which is attached hereto and made a part hereof (the "Intellectual Property");

WHEREAS, pursuant to those certain resolutions of the directors of the Assignor dated September 24, 2015, the Assignor and Assignee have engaged in a series of transactions to reorganize the overall corporate structure (the "Reorganization"); such resolutions include authorization to execute and deliver such documents as the parties may require in connection with the Reorganization;

WHEREAS, as a result of the Reorganization, the Assignor is now a wholly owned subsidiary of the Assignee;

WHEREAS, the Assignor now desires to transfer to the Assignee the Intellectual Property in accordance with the Reorganization;

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title and interest of the Assignor throughout the world in and to the Intellectual Property; and

WHEREAS, this Agreement is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Reorganization.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title and interest of the Assignor in and to the Intellectual Property, together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, misappropriation or other violation of such Intellectual Property. The Assignee is to hold all right, title and interest in and to the Intellectual Property as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Intellectual Property and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. The Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the Intellectual Property.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the Commonwealth of Pennsylvania.


[Signatures begin on following page]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

WENGER'S FEED MILL, INC.

By:   
Geoffrey C. Finch, President

THE WENGER GROUP, INC.

By:   
Geoffrey C. Finch, President

[Signature Page to Intellectual Property Assignment]

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

4994087.1

**TRADEMARK**  
**REEL: 005914 FRAME: 0311**

**Wenger's Feed Mill, Inc.**

Trademark Report by Mark

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>FEED OPTIMIZER</b>							
UNITED STATES	067216-0006	8/22/2008	77/553,400	9/8/2009	3,681,208	REGISTERED	09
CANADA	067186-0029	11/21/2008	1,419,211	7/2/2010	771,073	REGISTERED	00
<b>NUTRIFY</b>							
UNITED STATES	067216-0004	6/26/2015	86/676,147			PENDING	05,31,35 39,40
<b>NUTRIFY DESIGN</b>							
UNITED STATES	067216-0005	9/2/2015	86/744,919			PENDING	05,31,35 39,40
<b>QUALITY FEED FOR QUALITY FOOD</b>							
CANADA	067186-0008	10/29/2004	1,235,560	9/22/2006	1,235,560	REGISTERED	00
UNITED STATES	067186-0005	8/4/2004	76/605,474	2/7/2006	3,056,894	REGISTERED	31
<b>SOYCHOICE</b>							
CANADA	067186-0009	9/26/2008	1,412,506	5/7/2010	766,139	REGISTERED	00
UNITED STATES	067216-0002	5/21/2007	77/186,488	2/3/2009	3,570,453	REGISTERED	31
<b>WENGER FEEDS</b>							
CANADA	067186-0007	10/29/2004	1,235,558	8/21/2006	670,519	REGISTERED	00
UNITED STATES	067216-0001	8/4/2004	76/605,457	12/20/2005	3,031,233	REGISTERED	31