

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHELDON LABORATORY SYSTEMS, INC.		03/01/2016	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Sheldon Laboratory Systems, LLC		
Street Address:	102 Kirk Street		
City:	Crystal Springs		
State/Country:	MISSISSIPPI		
Postal Code:	39059		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1951919	UNIMIX	
Registration Number:	0796567	"TOTAL EXPERIENCE"	
Registration Number:	0832523	PORTA-PLANT	
Registration Number:	2339345	AXIS 3	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	benjamin.luke.mitchell@butlersnow.com		
Correspondent Name:	Benjamin L. Mitchell		
Address Line 1:	P.O. Box 6010		
Address Line 4:	Ridgeland, MISSISSIPPI 39158-6010		
NAME OF SUBMITTER:	Benjamin L. Mitchell		
SIGNATURE:	/BLM/		
DATE SIGNED:	12/27/2016		
Total Attachments: 4			
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BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (this "**Bill of Sale**"), is dated as of March 1, 2016 by and among Sheldon Laboratory Systems, LLC, a Delaware limited liability company ("**Buyer**"), Sheldon Laboratory Systems, Inc., a Mississippi corporation (the "**Seller**"), and MISSCO Corporation of Jackson, a Mississippi corporation (the "**Owner**").

WITNESSETH:

WHEREAS, Seller, the Owner, Buyer and Sheldon Real Estate Holdings, LLC are parties to an Asset Purchase Agreement entered into as of March 1, 2016 (the "**Agreement**");

WHEREAS, on the Closing Date, the parties hereto will execute and deliver individual assignments, as necessary, with such other appropriate instruments of title, consents of third parties, certificates and other instruments and documents pursuant to which Buyer will be assuming from Seller, and agreeing to pay, perform, satisfy and discharge, all of the Assumed Liabilities; and

WHEREAS, the Agreement contemplates that simultaneously with Buyer's assumption, and agreement to satisfy and perform when due, all of the Assumed Liabilities, Seller shall convey, transfer and assign and deliver to Buyer all of the Purchased Assets.

NOW, THEREFORE, for and in consideration of the payment of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Agreement.

2. Conveyance. In accordance with the Agreement, Seller does hereby, and the Owner hereby agrees to cause Seller to, irrevocably and unconditionally sell, convey, assign and transfer to Buyer and its permitted successors and assigns, forever, all of its respective right, title and interest in and to the Purchased Assets, in accordance with the Agreement, and Buyer hereby accepts such sale, conveyance, assignment and transfer.

3. Further Assurances. Each party hereto shall, at the reasonable request of any other party hereto and at Seller's and the Owner's expense, reasonably cooperate with the other parties hereto, execute and deliver, or cause to be executed and delivered, all such other instruments and take, or cause to be taken, all such other actions as such party hereto may reasonably be requested to take by any other party hereto at any time and from time to time after the date of this Bill of Sale, consistent with the terms of this Bill of Sale and the Agreement, in order to effectuate the provisions and purposes of this Bill of Sale and the Agreement and the transactions contemplated hereby and thereby and to effectively vest title to the Purchased Assets in Buyer and, to the extent permitted by applicable legal requirements, to put Buyer in exclusive possession and control of the Purchased Assets.

4. No Modification of the Agreement. This Bill of Sale is made pursuant to, and is subject to the terms of, the Agreement. Notwithstanding anything to the contrary contained in

this Bill of Sale, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Seller, the Owner or Buyer under the Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

5. Successors and Assigns. This Bill of Sale shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Bill of Sale, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Bill of Sale.

6. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which will be an original with the same effect as if the signatures on each counterpart were upon the same instrument.

7. Headings. The headings in this Bill of Sale are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Bill of Sale.

8. Governing Law. This Bill of Sale will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws rules of such state.

[Signature Page Follows]

The parties hereto have executed this Bill of Sale as of the date first above written.

BUYER:

SHELDON LABORATORY SYSTEMS, LLC

By:  _____

Name: Louis W. Kenter

Its: Manager

SELLER:

SHELDON LABORATORY SYSTEMS, INC.

By: _____

Name:

Its:

OWNER:

MISSCO CORPORATION OF JACKSON

By: _____

Name:

Its:

The parties hereto have executed this Bill of Sale as of the date first above written.

BUYER:

SHELDON LABORATORY SYSTEMS, LLC

By: _____
Louis W. Kenter, Manager

SELLER:

SHELDON LABORATORY SYSTEMS, INC.

By: Carl E. Adkins
Carl E. Adkins, President

OWNER:

MISSCO CORPORATION OF JACKSON

By: Mark A. Sorgenfrei
Mark A. Sorgenfrei, President