

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Monterey Chemical Company		01/10/2013	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Brandt Consolidated, Inc.
<b>Street Address:</b>	2935 S. Koke Mill Rd.
<b>City:</b>	Springfield
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	62711
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3215544	CONDITION XTRA
Registration Number:	3882295	DRIP-RITE
Registration Number:	3115442	DUST BINDER
Registration Number:	3430723	GREEN CYPRESS
Registration Number:	3195785	H2O - BLUE
Registration Number:	1248055	M
Registration Number:	2978740	M MONTEREY AGRESOURCES
Registration Number:	3135825	MONOPLEX
Registration Number:	4182274	MONTEREY
Registration Number:	2405459	MONTEREY CHEMICAL COMPANY
Registration Number:	3635744	NEMA-Q
Registration Number:	4108791	ROCKET
Registration Number:	2043615	SEQUESTAR
Registration Number:	3216550	TORPEDO

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**CORRESPONDENCE DATA**

Fax Number: 3127043001

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-704-3336

Email: trademarks@hinshawlaw.com

Correspondent Name: Kourtney Mulcahy

Address Line 1: Hinshaw & Culbertson, LLP

Address Line 2: 222 N. LaSalle Street, Suite 300

Address Line 4: Chicago, ILLINOIS 60601-1081

ATTORNEY DOCKET NUMBER:	934966-BRANDT CONSOLIDATE
NAME OF SUBMITTER:	Kourtney Mulcahy
Signature:	/kourtney mulcahy/
Date:	01/15/2013
Total Attachments: 4 source=Monterey Chemical Assignment#page1.tif source=Monterey Chemical Assignment#page2.tif source=Monterey Chemical Schedule A#page1.tif source=Monterey Chemical Schedule A#page2.tif	

**ASSIGNMENT OF ALL RIGHT, TITLE, AND INTERESTS IN TRADEMARK**

THIS WORLDWIDE TRADEMARK ASSIGNMENT ("Assignment") is made as of this 10<sup>th</sup> day of January, 2013, by and between Monterey Chemical Company ("Assignor"), a corporation organized under the laws of the State of California having a principal place of business located at P.O. Box 35000, Fresno, CA 93745 and Brandt Consolidated, Inc. ("Assignee") a corporation organized under the laws of the State of Delaware, having a principal place of business located at 2935 S. Koke Mill Rd., Springfield, IL 62711.

WHEREAS, Assignor is the exclusive owner of all worldwide rights, title and interest, in and pertaining to the trademark applications and registrations listed on the attached Schedule "A" (the "Trademarks"); and

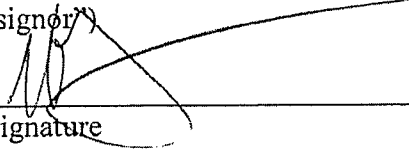
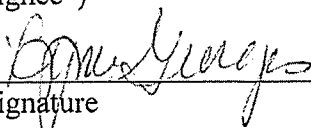
WHEREAS, Assignee wishes to acquire the entire right, title, and interest in and to the Trademarks.

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




1. Assignment. Assignor does hereby irrevocably assign to Assignee all of the entire worldwide rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Trademarks together with the business and all business goodwill associated therewith or symbolized thereby and the right to sue for and recover all damages, as well as the ability to enforce all other remedies with respect to any infringement of the Trademarks which may have occurred prior to the effective date of this Assignment.
2. Representations and Warranties. Assignor represents and warrants to Assignee:
  - a. Assignor has the right, power and authority to enter into this Agreement;
  - b. The Trademarks do not infringe the rights of any third-party; and
  - c. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks.
3. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Assignment.
4. Incorporation of Recitals. The recitals set forth at the beginning of this Agreement are, by this reference, incorporated into and deemed a part of this Assignment.
5. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Illinois.

*Signatures on Following Page*

INTENDING TO BE LEGALLY BOUND, the parties have executed this effective on the date first set forth above:

<p>Monterey Chemical Company ("Assignor")</p> <p>By:  Signature</p> <p>Name: Karl Barnhart Title: Chief Marketing Officer</p>	<p>Brandt Consolidated, Inc. ("Assignee")</p> <p>By:  Signature</p> <p>Name: Lynn Georges Title: Regulatory Affairs Director</p>
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**SCHEDULE "A" – LIST OF TRADEMARKS**

TRADEMARK	COUNTRY	APPL. NO./ FILING DATE	REG. NO. / REG. DATE	STATUS
CONDITION XTRA	US	78/871653 4/27/2006	3215544 3/06/2007	Renewal Due 3/6/17
COTTON-AIDE HC	California		101284 5/22/1996	Renewal due 5/22/16
DRIP-RITE	US	77/855770 10/23/2009	3882295 11/30/2010	Affidavit of Use due 11/30/16
DUST BINDER	US	78/475007 8/27/2004	3115442 7/11/2006	Renewal due 7/11/16
Green Cypress & Design  Green Cypress	Madrid Protocol		1076044 3/23/2011	Renewal due 3/23/2021
Green Cypress & Design  Green Cypress	US	77/278763 9/13/2007	3430723 5/20/2008	Affidavit of Use due 5/20/14
H2O-BLUE	US	78/629202 5/12/2005	3195785 1/09/2007	Renewal due 1/9/17
M Design	California		65201 1/8/1982	Renewal due 1/8/17
M Logo 	US	73/343528 12/28/1981	1248055 8/16/1983	Renewal due 8/16/13
M MONTEREY AGRESOURCES	US	78/242161 4/25/2003	2978740 7/26/2005	Renewal due 7/26/15
M MONTEREY CHEMICAL (stylized)	California (Class 05)		105343 7/29/1999	Renewal due 7/29/14
M MONTEREY CHEMICAL (stylized)	California (Class 01)		105344 7/29/1999	Renewal due 7/29/14
MONOPLEX	US	78/720468 9/26/2005	3135825 8/29/2006	Renewal due 8/29/16
MONTEREY	US	85/443717 10/10/2011	4182274 7/31/2012	Affidavit of Use due 7/31/2018
MONTEREY CHEMICAL	California (Class 05)		105275 7/15/1999	Renewal due 7/15/14
MONTEREY CHEMICAL	California (Class 01)		105276 7/15/1999	Renewal due 7/15/14
MONTEREY CHEMICAL	US	75/692067 4/26/1999	2405459 11/21/2000	Renewal due 11/21/20
NEMA-Q	Madrid Protocol		1094047 9/29/2011	Renewal due 9/29/21
NEMA-Q	US	77/063810 12/13/2006	3635744 6/9/2009	Affidavit of Use due 6/9/15

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TRADEMARK	COUNTRY	APPL. NO./ FILING DATE	REG. NO. / REG. DATE	STATUS
N-SLO	California		103519 3/20/1998	Renewal due 3/20/13
ROCKET	US	85/381071 7/26/2011	4108791 3/06/2012	Affidavit of Use due 3/6/18
SEQUESTAR	California		101286 5/22/1996	Renewal due 5/22/16
SEQUESTAR	US	75/092403 4/22/1996	2043615 3/11/1997	Renewal due 3/11/17
TORPEDO	US	78/720682 9/26/2004	3216550 3/06/2007	Renewal due 3/6/17