

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bridon Cordage LLC		08/28/2014	LIMITED LIABILITY COMPANY: MINNESOTA
Heritage Trading Company, LLC		08/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
Universal Cooperatives, Inc.		08/28/2014	INC. ASSOCIATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bridon Cordage Group LLC		
Street Address:	909 E. 16th Street		
City:	Albert Lea		
State/Country:	MINNESOTA		
Postal Code:	56007		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	1953329	AGAVE SISALANA GENUINUS	
Registration Number:	2709931	AGRI-TUFF	
Registration Number:	3209524	BEYOND THE EDGE	
Registration Number:	3102243	BLACK STALLION	
Registration Number:	4342754	COBRANET	
Registration Number:	1799423	DIAMOND	
Registration Number:	3061163	DURA-BALE	
Registration Number:	3309062	ECLIPSE	
Registration Number:	3299512	ECLIPSE	
Registration Number:	4200001	ENDURANCE	
Registration Number:	1128656	EXTRA	
Registration Number:	2041687	EXTRA BIG	
Registration Number:	3708499	FOREST REVOLVER	
Registration Number:	0838186	GOLD CREST	
Registration Number:	0670082	GOLDEN BOW	
Registration Number:	2624354	GOLDEN VALLEY	
TRADEMARK			

CH \$1090.00 1953329

Property Type	Number	Word Mark
Registration Number:	2644276	GREEN VALLEY
Registration Number:	0750749	GREENFIELD SUPREME
Registration Number:	1128655	GREENFIELD SUPREME
Registration Number:	3406165	HARVEST GOLD
Registration Number:	3350961	HARVEST GREEN
Registration Number:	1143429	HOLLAND EXTRA
Registration Number:	3319903	MAG-NET NET WRAP
Registration Number:	4400130	RANGER
Registration Number:	3346163	REVOLVER
Registration Number:	2124649	ROYAL HOLLAND
Registration Number:	4342684	SHOWDOWN
Registration Number:	2164724	STAMPEDE
Registration Number:	3693346	STAMPEDE
Registration Number:	2171926	STAMPEDE
Registration Number:	3702344	STAMPEDE
Registration Number:	2930987	TITE'N TUFF
Registration Number:	2930986	TNT
Registration Number:	1788212	BLACK GOLD
Registration Number:	1853676	GROWERS CHOICE
Registration Number:	1796412	MAGNUM
Registration Number:	1389147	MAGNUM
Registration Number:	1838697	MAGNUM POLYPROPYLENE BALER TWINE
Registration Number:	1677676	STINGER
Registration Number:	1852430	TOTAL-TIE
Registration Number:	2005462	TOTAL-TIE TYING TWINE
Registration Number:	1677673	ULTIMA
Registration Number:	2942844	XSR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 216-348-5744

Email: rbannan@mcdonaldhopkins.com

Correspondent Name: Robbie H. Bannan

Address Line 1: 600 Superior Ave. Suite 2100

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	39299-00003
NAME OF SUBMITTER:	Robbie H. Bannan
SIGNATURE:	/Robbie H. Bannan/

TRADEMARK

REEL: 005355 FRAME: 0696

DATE SIGNED:	09/03/2014
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Total Attachments: 7

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**ASSIGNMENT OF INTELLECTUAL PROPERTY INCLUDING
U.S. TRADEMARK REGISTRATIONS**

THIS ASSIGNMENT (this "Assignment") is entered into as of August 28, 2014, by among Bridon Cordage LLC ("Bridon"), Heritage Trading Company, LLC ("Heritage"), Universal Cooperatives, Inc. ("Universal"), each a debtor and debtor-in-possession operating under Chapter 11 of the Bankruptcy Code (each a "Seller" and collectively, "Sellers"), and Bridon Cordage Group LLC (f/k/a BCHU Acquisition LLC) ("Purchaser")

WHEREAS, Purchaser and the Sellers are parties to that certain Asset Purchase Agreement, dated as of July 7, 2014 (the "Original Agreement").

WHEREAS, on July 23, 2014, the Purchaser and the Sellers amended the Original Agreement pursuant to a First Amendment to Asset Purchase Agreement (the "First Amendment").

WHEREAS, on August 25, 2014, Purchaser and Sellers amended the Original Agreement pursuant to a Second Amendment to Asset Purchase Agreement (the "Second Amendment") and with the Original Agreement and the First Amendment the "Purchase Agreement").

WHEREAS, Purchaser has assigned all of Purchaser's rights under the under the Purchase Agreement to acquire the Operating Assets and Real Estate owned solely by Heritage (the "Heritage Assets") to Heritage Farm Supply Group LLC, including, without limitation, the Intellectual Property owned by Heritage.

WHEREAS, Sellers are the owner of certain Intellectual Property, including, but not limited to, the trademarks and United States trademark registrations, each of which is set forth on Schedule A attached hereto (the "Marks"), which exclude all trademarks owned by Heritage, or otherwise constitute Heritage Assets.

WHEREAS, pursuant to the Purchase Agreement, Sellers desire to assign and transfer to Purchaser, and Purchaser desires to acquire from Sellers, all of Sellers' Intellectual Property, including, without limitation, the Marks, except for any Heritage Assets that constitutes Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby sell, assign, transfer and set over to Purchaser, its successors, assigns and other legal representatives all of the Sellers' rights, titles and interests in and to the Intellectual Property, including, but not limited to, the Marks including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, any continuations, divisions, reissuances and re-examinations, all common law rights and any rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Purchaser's own sole and exclusive benefit, use and enjoyment, and for the use and enjoyment of Purchaser's successors,

assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Sellers if this Assignment had not been made, together with all income, royalties or payments due and payable as of the Effective Date or thereafter, including without limitation, all claims for damages and profits by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Purchaser's own sole and exclusive benefit, use and enjoyment and for the benefit, use and enjoyment of its successors, assigns or other legal representatives.

All representations and warranties from Sellers to Purchaser in the Purchase Agreement with respect to the Marks and other rights assigned above are incorporated herein by reference.

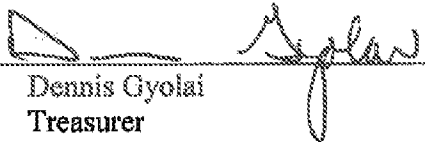
This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Sellers or Purchaser contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

This Assignment and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Bankruptcy Code, and to the extent not inconsistent with the Bankruptcy Code, the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. If at any time after the delivery of this instrument any further action is necessary to carry out the purposes of this Assignment, Sellers will take such further actions (including the execution and delivery of such further instruments and documents) as Purchaser may reasonably request.

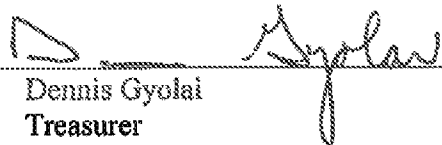
[signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.


BRIDON CORDAGE LLC

By: 
Name: Dennis Gyolai
Its: Treasurer

HERITAGE TRADING COMPANY, LLC

By: 
Name: Dennis Gyolai
Its: Treasurer

UNIVERSAL COOPERATIVES, INC.

By: 
Name: Dennis Gyolai
Its: Vice President of Finance and Treasurer

**BRIDON CORDAGE GROUP LLC (F/K/A
BCHU ACQUISITION LLC)**

By: _____
Name: Julie Smith
Its: Chief Financial Officer

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

BRIDON CORDAGE LLC

By: _____
Name: Dennis Gyolai
Its: Treasurer

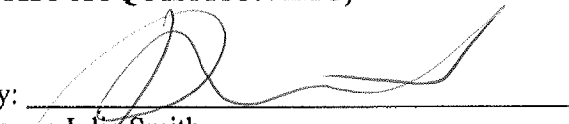
HERITAGE TRADING COMPANY, LLC

By: _____
Name: Dennis Gyolai
Its: Treasurer

UNIVERSAL COOPERATIVES, INC.

By: _____
Name: Dennis Gyolai
Its: Vice President of Finance and Treasurer

**BRIDON CORDAGE GROUP LLC (F/K/A
BCHU ACQUISITION LLC)**

By: 
Name: Julie Smith
Its: Chief Financial Officer

Schedule A
Marks

Universal Cooperatives, Inc.
Trademark Portfolio Report
Trademarks Used by Bridon Cordage LLC

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
USA	AGAVE SISALANA GENUINUS & Design	Registered	74/647,791	03/16/1995	1,953,329	01/30/1996	22	01/30/2016
USA	AGRI-TUFF & Design (Bulldog)	Registered	76/235,995	04/05/2001	2,709,931	04/22/2003	22	04/22/2013
Canada	BEYOND THE EDGE	Registered	1,154,413	10/01/2002	TMA605,511	03/17/2004	N/A	03/17/2019
USA	BEYOND THE EDGE	Registered	78/166,913	09/23/2002	3,209,524	02/13/2007	22	02/13/2017
Canada	BLACK STALLION	Registered	1,267,499	08/05/2005	TMA721,948	08/25/2008	N/A	08/25/2023
USA	BLACK STALLION	Registered	78/567,533	02/15/2005	3,102,243	06/06/2006	22	06/06/2016
USA	COBRANET	Registered	85820153	01/10/2013	4,342,754	05/28/2013	22	05/28/2023
Canada	COBRANET	Pending	1,632,518	06/25/2013				
USA	DIAMOND	Registered	74/356,150	02/05/1993	1,799,423	10/19/1993	22	10/19/2013
USA	DURA-BALE	Registered	78/417,978	05/13/2004	3,061,163	02/21/2006	22	02/21/2016
Canada	ECLIPSE	Registered	1,299,046	04/25/2006	TMA739,794	05/11/2009	N/A	05/11/2024
USA	ECLIPSE	Registered	78/747,171	11/04/2005	3,309,062	10/09/2007	17,22	10/09/2017
Canada	ECLIPSE & Design	Registered	1,299,129	04/25/2006	TMA739,792	05/11/2009	N/A	05/11/2024
USA	ECLIPSE & Design	Registered	78/747,161	11/04/2005	3,299,512	09/25/2007	22	09/25/2017
USA	ENDURANCE	Registered	85/433,332	09/27/2011	4,200,001	08/28/2012	22	08/28/2022
Canada	EXCELLO	Registered	421,208	02/17/1978	TMA237,889	12/07/1979	N/A	12/07/2024
Canada	EXTRA	Registered	421,211	02/17/1978	TMA242,590	05/11/1980	N/A	05/11/2025
USA	EXTRA	Registered	73/153,968	01/03/1978	1,128,656	01/01/1980	22	01/01/2020
Canada	EXTRA & Design (Star)	Registered	244,246	02/10/1958	TMA117,574	04/14/1960	N/A	04/14/2020
USA	EXTRA BIG	Registered	74/718,902	08/22/1995	2,041,687	03/04/1997	22	03/04/2017
Canada	FOREST REVOLVER	Registered	1,454,163	10/05/2009	TMA788,620	01/26/2011	N/A	01/26/2026
USA	FOREST REVOLVER	Registered	77/718,094	04/20/2009	3,708,499	11/10/2009	22	11/10/2019
USA	GOLD CREST (Stylized)	Registered	72/267,541	03/24/1967	838,186	11/07/1967	22	11/07/2017
USA	GOLDEN BOW	Registered	72/037,000	09/11/1957	670,082	11/25/1958	22	11/25/2018
USA	GOLDEN VALLEY	Registered	76/279,126	07/02/2001	2,624,354	09/24/2002	22	09/24/2022
USA	GREEN VALLEY	Registered	76/262,828	05/25/2001	2,644,276	10/29/2002	22	10/29/2022
USA	GREENFIELD SUPREME	Registered	72/148,897	07/12/1962	750,749	06/11/1963	22	06/11/2013
USA	GREENFIELD SUPREME	Registered	73/153,948	01/03/1978	1,128,655	01/01/1980	22	01/01/2020
USA	HARVEST GOLD	Registered	77/078,718	01/09/2007	3,406,165	04/01/2008	22	04/01/2018
USA	HARVEST GREEN	Registered	77/078,694	01/09/2007	3,350,961	12/11/2007	22	12/11/2017

Canada	HOLLAND EXTRA (Stylized)	Registered	421,210	02/17/1978	TMA250,675	09/26/1980	N/A	09/26/2025
USA	HOLLAND EXTRA (Stylized)	Registered	73/153,969	01/03/1978	1,143,429	12/16/1980	22	12/16/2020
USA	MAG-NET NET WRAP & Design	Registered	78/610,927	04/18/2005	3,319,903	10/23/2007	22	10/23/2017
Canada	PRAIRIE PRIDE & Design	Registered	123,205	05/16/1924	TMDA37,815	05/16/1925	N/A	05/16/2025
USA	RANGER	Registered	85846218	02/11/2013	4,400,130	09/10/2013	22	09/10/2013
Canada	RANGER	Pending	1,621,732	04/09/2013				
USA	REVOLVER	Registered	78/906,295	06/12/2006	3,346,163	11/27/2007	22	11/27/2017
Canada	ROYAL HOLLAND	Registered	864,931	07/21/1998	TMA522,531	01/31/2000	N/A	01/31/2015
USA	ROYAL HOLLAND	Registered	74/647,790	03/16/1995	2,124,649	12/30/1997	22	12/30/2017
USA	SHOWDOWN	Registered	85/771,941	11/5/2012	4,342,684	05/28/2013	22	05/28/2023
Canada	STAMPEDE	Registered	1,382,008	02/05/2008	TMA757,873	01/26/2010	N/A	01/26/2025
Canada	STAMPEDE	Registered	832,963	01/07/1997	TMA488,436	01/28/1998	N/A	01/28/2028
USA	STAMPEDE	Registered	75/220,884	01/03/1997	2,164,724	06/09/1998	22	06/09/2018
USA	STAMPEDE	Registered	77/358,447	12/21/2007	3,693,346	10/06/2009	17	10/06/2019
Canada	STAMPEDE & Design	Registered	832,964	01/07/1997	TMA487,142	12/16/1997	N/A	12/16/2012
Canada	STAMPEDE & Design	Registered	1,382,009	02/05/2008	TMA757,681	01/22/2010	N/A	01/22/2025
USA	STAMPEDE & Design	Registered	75/220,851	01/03/1997	2,171,926	07/07/1998	22	07/07/2018
USA	STAMPEDE & Design	Registered	77/358,418	12/21/2007	3,702,344	10/27/2009	17	10/27/2019
USA	TITE'N TUFF	Registered	78/424,285	05/25/2004	2,930,987	03/08/2005	22	03/08/2015
USA	TNT	Registered	78/424,283	05/25/2004	2,930,986	03/08/2005	22	03/08/2015

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**Bridon Cordage LLC
Trademark Portfolio Report**

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
Canada	BLACK GOLD	Registered	0,739,597	10/25/1993	TMA451,778	12/15/1995	N/A	12/15/2025
USA	BLACK GOLD	Registered	74/341,669	12/21/1992	1,788,212	08/17/1993	22	08/17/2023
USA	GROWERS CHOICE	Registered	74/448,655	10/19/1993	1,853,676	09/13/1994	22	09/13/2014
Canada	MAGNUM	Registered	739,589	10/25/1993	TMA441,474	03/31/1995	N/A	03/31/2025
USA	MAGNUM	Registered	74/353,270	01/28/1993	1,796,412	10/05/1993	22	10/05/2023
Canada	MAGNUM & Design	Registered	621,415	12/08/1988	TMA361,412	10/27/1989	N/A	10/27/2019
USA	MAGNUM & Design	Registered	73/560,808	09/30/1985	1,389,147	04/08/1986	22	04/08/2016
USA	MAGNUM POLYPROPYLENE BALER TWINE & Design	Registered	74/364,007	03/03/1993	1,838,697	06/07/1994	22	06/07/2014
Canada	SIDEWINDER & Design	Registered	663,774	08/07/1990	TMA393,908	02/07/1992	N/A	02/07/2022
USA	STINGER & Design	Registered	74/153,367	04/02/1991	1,677,676	03/03/1992	22	03/03/2022
USA	TOTAL-TIE	Registered	74/448,654	10/19/1993	1,852,430	09/06/1994	22	09/06/2014
USA	TOTAL-TIE TYING TWINE & Design	Registered	74/448,659	10/19/1993	2,005,462	10/08/1996	22	10/08/2016
Canada	ULTIMA	Registered	662,757	07/24/1990	TMA388,776	09/06/1991	N/A	09/06/2021
USA	ULTIMA	Registered	73/733,441	06/10/1988	1,677,673	03/03/1992	06	03/03/2022
USA	XSR	Registered	78/102,724	01/15/2002	2,942,844	04/19/2005	22	04/19/2015

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