

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHS Inc.		03/27/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Kansas Protein Foods, L.L.C.		
Street Address:	2701 E. 11th		
City:	Hutchinson		
State/Country:	KANSAS		
Postal Code:	67501		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5186263	IMAGIC	
Registration Number:	1386940	IMAGIC	
Registration Number:	1341253	TSP	
Registration Number:	0791929	TSP	
Registration Number:	5186261	ULTRA-SOY	
Registration Number:	0937686	ULTRA-SOY	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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>			
Phone:	913-647-9050		
Email:	tmdocketing.herman@hoveywilliams.com		
Correspondent Name:	Joan O. Herman / HOVEY WILLIAMS LLP		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	7651.00000		
NAME OF SUBMITTER:	Joan Optican Herman		
SIGNATURE:	/Joan Optican Herman/		
DATE SIGNED:	09/17/2019		

CH \$165.00 5186263

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of March 27, 2018 is made by CHS Inc., a Minnesota cooperative ("Assignor"), in favor of in favor of Kansas Protein Foods, L.L.C., a Kansas limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated March 27, 2018 (as amended, modified, or supplemented, the "Purchase Agreement").

WHEREAS, Assignor and Assignee have agreed pursuant to the Purchase Agreement that Assignor will transfer certain trademarks to the Assignee.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the consummation of the transactions contemplated by the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks and any other governmental officials of any country or countries foreign to the United States, to record and register this Trademark Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations or other similar items, to ensure that the Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
4. Assignor Covenant. Assignor hereby covenants that no assignment, sale, agreement or encumbrance will be made or entered into which would conflict with this Trademark Assignment.
5. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.
7. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance

with, the laws of the United States and the State of Kansas, without giving effect to any choice or conflict of law provision or rule.

9. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Trademark Assignment or the transactions contemplated hereby may be instituted solely in the federal courts of the United States of America or the courts of the State of Kansas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. In the event there is any legal suit, action or proceeding arising out of or based upon this Trademark Assignment or the transactions contemplated hereby, then the prevailing party in such legal suit, action or proceeding (including any appellate proceeding) shall be entitled to recover its costs and reasonable attorney fees from the non-prevailing party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment
as of the date first above written.

ASSIGNOR

CHS Inc.

By: 

Name: Malcolm G. McDonald

Title: Vice President

SCHEDULE 1

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Matter Name	Int'l Class #	Serial No.	Registration No.	Registration Date	Renewal Date	Trademark Description
CHS Ultra-Soy (European Community) M&G 6643.619-EM-01	29, 30		14391601	11/10/2015	7/20/2025	Extruded soy flour used in various food products M&G 6643.619-EM-01. 7/20/24 Prompt - Renewal due 7/20/25.
IMAGIC (Class 29 and 30) M&G 6643.459-US-02	29, 30	87/171,560	5,186,263	4/18/2017	4/18/2027	Soy based meat, poultry, seafood and cheese substitute in Class 29; Extrude soy flour made from soy beans used as an ingredient in food products in Class 30; M&G 6643.459-US-02
IMAGIC (Class 29); M&G 6643.459-US-01						M&G 6643.459-US-01 - Imitation Bacon Bits; soy-based meat, poultry, seafood and cheese substitute;
TSP - File 1 - M&G 6643.457-US-01	29	73/551,017	1386940	3/18/1986	3/18/2026	
TSP - File 2 - M&G 6643.457-US-02	30	73/464,330	1,341,253	6/11/1985	6/11/2025	Processed Soy Flour, Namely Textured Soy Flour
Ultra Soy (Italy) - M&G 6643.458-IT-01	46	72/183,836	791,929	6/29/1965	6/29/2025	Soy Flour
Ultra Soy (South Africa) - M&G 6643.458-ZA-01			MI2004C008711	8/13/1974	8/13/2024	M&G 6643.458-IT-01;
Ultra Soy (Sweden); M&G 6643.458SE01			1974/04261	8/12/1974	8/12/2024	M&G 6643.458-ZA-01;
			73-5700	9/20/1994	9/20/2023	M&G 6643.458-SE-01.

ULTRA-SOY (Class 29) - M&G 458-US-02	29	87/171,551	5,186,261	4/18/2017	4/18/2027	Soy-based meat, poultry, scaffold and cheese substitute
Ultrasoy (Taiwan)						Former Counsel for Legacy Foods has started the renewal process and will finish it. M&G 6643.462-TA-01
Ultra-Soy (U.S.) - M&G 6643.458-US-01	30	66-11325 72/361,566	98339 937,686	6/1/1978 7/11/1972	4/30/2018 7/11/2022	M&G 6643.458-US-01 M&G 6643.462-GB-01. United Kingdom's renewal period is 10 years. Assigned to CHS Inc. by Legacy Foods;
Ultrasoy (United Kingdom)		1000761	B1000761	10/27/1993	10/27/2027	