

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|--|----------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MGPI Processing, Inc. | FORMERLY MGP Ingredients, Inc. | 02/08/2013 | CORPORATION: KANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | Green Dot Holdings LLC | | |
| Street Address: | 211 Broadway | | |
| Internal Address: | PO Box 142 | | |
| City: | Cottonwood Falls | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66845 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3265875 | TERRATEK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043653676 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 7042002634 | | |
| Email: | tom@alexanderricks.com | | |
| Correspondent Name: | Alexander Ricks PLLC | | |
| Address Line 1: | 2901 Coltsgate Rd Ste 202 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28211 | | |
| NAME OF SUBMITTER: | Thomas D Ricks | | |
| Signature: | /Thomas D Ricks/ | | |
| Date: | 03/26/2013 | | |

OP \$40.00 3265875

Total Attachments: 5

source=Bill of Sale and Assignment and Assumption Agreement#page1.tif
source=Bill of Sale and Assignment and Assumption Agreement#page2.tif
source=Bill of Sale and Assignment and Assumption Agreement#page3.tif
source=Bill of Sale and Assignment and Assumption Agreement#page4.tif
source=Bill of Sale and Assignment and Assumption Agreement#page5.tif

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the 8th day of February, 2013, by and between MGPI Processing, Inc., a Kansas corporation ("Seller"), and Green Dot Holdings LLC, a Delaware limited liability company ("Buyer"), pursuant to an Asset Purchase Agreement, dated as of January 23, 2013 (the "Purchase Agreement"), between Seller and Buyer.

WHEREAS, All capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Assignment. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, effective as of the Effective Time, all of Seller's right, title, and interest in and to all of the Assets (including the trademark listed in Schedule A attached hereto and incorporated herein by this reference). Buyer hereby accepts the foregoing transfer, assignment, and delivery of the Assets. Seller shall retain and shall not convey to Buyer the Excluded Assets.

2. Assumption. Buyer hereby assumes the Assumed Liabilities effective as of the Effective Time. Seller shall not sell, convey, assign, transfer or deliver to Buyer any right, title or interest in or to any Excluded Assets and Buyer shall not purchase, accept or acquire from Seller any Retained Liabilities.

3. Further Assurances. Seller acknowledges that it shall execute and deliver to Buyer, upon request of Buyer from time to time, certain other assignments and instruments of conveyance, the purpose of which is to more effectively convey certain of the Assets to, and vest and confirm title to the Assets in, Buyer.

4. Relation to the Purchase Agreement. This Agreement is made subject to and with the benefit of the representations and warranties, covenants, indemnities, terms, conditions and other provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement. This Agreement shall not in any way supersede the Purchase Agreement, which remains in full force and effect, and the parties thereto shall have the rights, duties and obligations provided thereunder. Nothing in this Agreement shall be deemed to limit or modify any liabilities or any representations, warranties, covenants, indemnities, terms, conditions, or other provisions set forth in the Purchase Agreement. In the event of any conflict or other inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall be the controlling agreement.

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Kansas without regard to conflicts-of-laws principles that would require the application of any other law.

6. Amendments. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

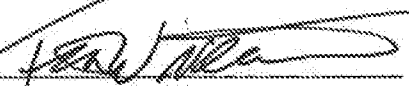
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of executed signature pages by facsimile transmission or by other electronic means (including by pdf) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means (including by pdf) shall be deemed to be their original signatures for all purposes.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first written above.

SELLER:

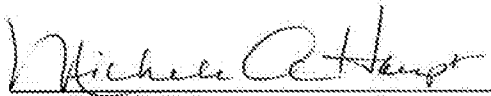
MGPI PROCESSING, INC.

By 

Name: Timothy W. Newkirk
Title: Chief Executive Officer

STATE OF Kansas)
) ss
COUNTY OF Atchison)

Subscribed and sworn to before me, Michelle A. Haupt, a Notary Public in and for said County and State, this 5th day of February, 2013.



Notary Public
Print Name: Michelle A. Haupt

My Commission Expires:

2/28/2016

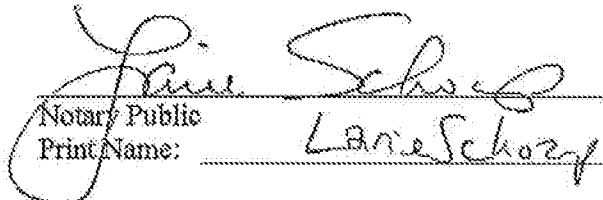
BUYER:

GREEN DOT HOLDINGS LLC

By: 
Name: Mark Remmert
Title: Chief Executive Officer

STATE OF Kansas)
) ss
COUNTY OF Pottawatomie)

Subscribed and sworn to before me, Larie Schoap, a Notary Public in
and for said County and State, this 7 day of February, 2013.


Notary Public
Print Name: Larie Schoap

My Commission Expires: 7-21-16

Schedule A

Registered Trademark

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|-------------------------|--------------------------|
| TERRATEK | 3265875 | July 17, 2007 |