

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307335

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ConAgra Foods Food Ingredients Company, Inc.		05/25/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Miller Milling Company, LLC		
<b>Street Address:</b>	7808 CreekrIDGE Circle		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Bloomington		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55439		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3558728	BIG TEX PREMIUM QUALITY FLOUR	
<b>Registration Number:</b>	0501805	ISIS	
<b>Registration Number:</b>	0084848	JUDITH	
<b>Registration Number:</b>	2542924	MELLO JUDITH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	6124926842		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	491796-00006		
<b>NAME OF SUBMITTER:</b>	Jeffrey R. Cadwell		
<b>SIGNATURE:</b>	/Jeffrey R. Cadwell/		
<b>DATE SIGNED:</b>	06/11/2014		

CH \$115.00 3558728

**Total Attachments: 4**

source=17\_2\_Trademark Assignment Agreement (USPTO)#page1.tif

source=17\_2\_Trademark Assignment Agreement (USPTO)#page2.tif

source=17\_2\_Trademark Assignment Agreement (USPTO)#page3.tif

source=17\_2\_Trademark Assignment Agreement (USPTO)#page4.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Trademark Assignment**"), dated as of May 25, 2014, is entered into between ConAgra Foods Food Ingredients Company, Inc., a Delaware corporation ("**Assignor**"), having a principal place of business at Omaha, Nebraska, and Miller Milling Company, LLC, a Minnesota limited liability company ("**Assignee**"), having a principal place of business at Bloomington, Minnesota.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 24, 2014, (the "**APA**"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the trademarks identified on Exhibit A-TM hereto, including the registrations therefor (collectively, the "**Marks**").

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Marks and the registrations therefor, including the registrations identified on the attached Exhibit A - TM, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.


2. Counterparts. This Trademark Assignment may be signed in counterparts, which together shall constitute one agreement. If this Trademark Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Trademark Assignment to be executed and such Trademark Assignment is effective as of the date indicated below.

DATED: May 25, 2014

CONAGRA FOODS FOOD  
INGREDIENTS COMPANY, INC.  
(Assignor)

By   
Name: Bill J. Hahn  
Title: Vice President, Mergers & Acquisitions

MILLER MILLING COMPANY, LLC  
(Assignee)

By \_\_\_\_\_  
Name: Kazuyoshi Watanabe  
Title: President & Chief Executive Officer

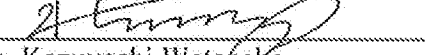
IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed and such Trademark Assignment is effective as of the date indicated below.

DATED: May 25, 2014



CONAGRA FOODS FOOD  
INGREDIENTS COMPANY, INC.  
(Assignor)

By \_\_\_\_\_  
Name: Bill J. Hahn  
Title: Vice President, Mergers & Acquisitions

MILLER MILLING COMPANY, LLC  
(Assignee)

By  \_\_\_\_\_  
Name: Kazuyoshi Watanabe  
Title: President & Chief Executive Officer

**EXHIBIT A-TM**

Mark	Status	Class: Goods	Reg No	Reg Date
<b>BIG TEX PREMIUM QUALITY FLOUR &amp; Design</b> 	Registered	30: flour	3,558,728	January 6, 2009
<b>ISIS (Stylized)</b> 	Registered	30: wheat flour	501,805	August 24, 1948
<b>JUDITH</b>	Registered	30: wheat- flour	84,848	January 9, 1912
<b>MELLO JUDITH</b>	Registered	30: flour	2,542,924	February 26, 2002