

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philia Foods LLC		07/10/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Land O'Lakes, Inc.		
Street Address:	4001 Lexington Avenue North		
City:	Arden Hills		
State/Country:	MINNESOTA		
Postal Code:	55126		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4762788	PHILIA FOODS	
Registration Number:	4741834	PHILIA FOODS TWIN CITIES, MN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@landolakes.com		
Correspondent Name:	Todd A. Grauel		
Address Line 1:	4001 Lexington Avenue North		
Address Line 4:	Arden Hills, MINNESOTA 55126		
ATTORNEY DOCKET NUMBER:	Philia Foods to LOL Dairy		
NAME OF SUBMITTER:	Todd A Grauel		
SIGNATURE:	/tag/		
DATE SIGNED:	05/24/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is entered into as of the 10th day of July 2017 by and between Philia Foods LLC, a Minnesota limited liability company ("Seller"), and Land O'Lakes, Inc., a Minnesota cooperative corporation ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated March 30, 2017 (the "Agreement"); and

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, Intellectual Property Assets, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office

NOW, THEREFORE, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms not defined herein shall have the meaning specified in the Agreement.
2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all Actions with respect to any of the foregoing, whether accruing before, on, or after the date hereof including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
3. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.


EXECUTION VERSION

4. **Terms of the Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
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 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.
6. **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.
7. **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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Signature Page to Follow]

Schedule 1 to
Trademark Assignment

Assigned Trademark Registrations

Word Mark		Serial Number	Registration Number	Registration Date
PHILIA FOODS	PHILIA FOODS	86104079	4762788	June 30, 2015
PHILIA FOODS TWIN CITIES, MN		86209589	4741834	May 26, 2015

EXECUTION VERSION

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Trademark Assignment effective the day and year first above-written.

LAND O'LAKES, INC.

By: *Thea E Keamy*

Print Name: Thea E Keamy

Title: SVP Corporate Strategy +
Business Development

PHILIA FOODS LLC

By: *Michael C. Patek*

Print Name: Michael C. Patek

Title: Founder + CEO