

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482805

<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>
United Natural Foods, Inc.		07/15/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EOM Acquisition Corp.		
<b>Street Address:</b>	7405 Irvington Road		
<b>Internal Address:</b>	c/o AMCON Distributing Company		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68122		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2671140	EARTH ORIGINS	
<b>Registration Number:</b>	3926983	EARTH ORIGINS MARKET	
<b>Registration Number:</b>	4504334	EARTH ORIGINS MARKET	
<b>Registration Number:</b>	3978302	EARTH ORIGINS MARKET	
<b>Registration Number:</b>	4504329	EARTH ORIGINS MARKET	
<b>Registration Number:</b>	4332890	EARTH ORIGINS OUTLET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8166913495		
<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>	816.842.8600		
<b>Email:</b>	TRADEMARK@STINSON.COM		
<b>Correspondent Name:</b>	LAURIE DALE		
<b>Address Line 1:</b>	1201 WALNUT ST., SUITE 2900		
<b>Address Line 2:</b>	STINSON TRADEMARK ADMINISTRATOR		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64106-2150		
<b>NAME OF SUBMITTER:</b>	LAURIE DALE		
<b>SIGNATURE:</b>	/LAURIE DALE/		
<b>DATE SIGNED:</b>	07/20/2018		

CH \$165.00 2671140

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated July 15, 2018 (this "Trademark Assignment"), is made, executed and delivered by United Natural Foods, Inc., a corporation organized under the Laws of the State of Delaware ("Assignor"), in favor of EOM Acquisition Corp., a corporation organized under the Laws of the State of Delaware ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor, Assignee and certain other persons have entered into that certain Asset Purchase Agreement, dated July 15, 2018 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase and assume from Assignor, and Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, on the Closing Date, the Assets, including the Seller Marks;

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute this Trademark Assignment pursuant to which Assignor will assign all of its right, title and interest in and to the Marks defined herein; and

**WHEREAS**, this Trademark Assignment is a closing deliverable under Section 9.5 of the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used but not defined in this Trademark Assignment shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, benefit, privilege and interest in, to and under each trademark, service mark, trade name, logo, slogan, name, and other indicia of origin identified in Attachment A to this Trademark Assignment, together with any applications and/or registrations thereof and the goodwill of the business symbolized thereby (the "Marks"), including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Trademark Assignment not been made.

3. Terms of the Asset Purchase Agreement. This Trademark Assignment is being delivered by Assignor pursuant to the Asset Purchase Agreement. Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignor or Assignee thereunder. In the event of a conflict

between this Trademark Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control in all respects.

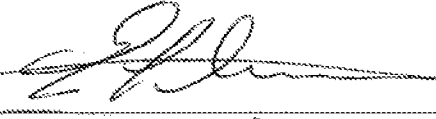
4. Applicable Law. This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

5. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed counterparts of this Trademark Assignment may be delivered by facsimile and by scanned .pdf image.

*[Signature page to follow]*

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed by its officers thereunto duly authorized, all as of the date first above written.

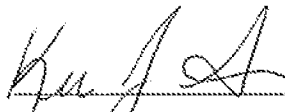
UNITED NATURAL FOODS, INC.

By: 

Name: ERIC A. DORNE  
Title: CAO, CIO, PRESIDENT SBV'S

STATE OF Rhode Island  
COUNTY OF Providence ) ss

Acknowledged before me in Rhode Island County, Providence this 9th day of July, 2018, by Eric Dorne, the CAO, CIO of United Natural Foods, Inc., a Delaware corporation, on behalf of the company.

  
Kristin J. Andreozzi Notary Public



Rhode Island County, Providence

Acting in RI County, Providence

My commission expires: 4/3/19

**ATTACHMENT A TO  
TRADEMARK ASSIGNMENT**

**MARK**

Country	Mark	Application No.	Reg. No.	Reg. Date	Status
United States	EARTH ORIGINS	76187631	2671140	01/07/2003	8&9 renewal due 01/07/2023
United States	EARTH ORIGINS MARKET	85012434	3926983	03/01/2011	8&9 renewal due 03/01/2021
United States	EARTH ORIGINS MARKET	85914499	4504334	04/01/2014	8&15 Decl. due 04/01/2020
United States	EARTH ORIGINS MARKET and Design (color logo) 	85203188	3978302	06/14/2011	8&9 renewal due 06/14/2021
United States	EARTH ORIGINS MARKET and Design (color logo) 	85913132	4504329	04/01/2014	8&15 Decl. due 04/01/2020
United States	EARTH ORIGINS OUTLET	85620942	4332890	05/07/2013	8&15 Decl. due 05/07/2019

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