

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cincinnati Preserving Company		09/24/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	RRF Foods Inc.		
Street Address:	1077 Celestial Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77487505	ANNA MAE'S	
Serial Number:	88120016	GAMEDAY	
Serial Number:	77597875	GAMEDAY	
Serial Number:	75387088	LINDEN RIDGE	
Serial Number:	78172952	MADE IN NAPA VALLEY	
Serial Number:	77816435	ROBERT ROTHSCHILD FARM	
Serial Number:	77549503	ROBERT ROTHSCHILD FARM	
Serial Number:	86839354	SMALL BATCH. FROM SCRATCH.	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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:	5135796590		
Email:	mmusekamp@kmklaw.com		
Correspondent Name:	Mark Eric Musekamp		
Address Line 1:	1 E. 4th St., Ste. 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	RO0895MA0001		
NAME OF SUBMITTER:	Mark E. Musekamp		

OP \$215.00 77487505

SIGNATURE:	/Mark E. Musekamp/
DATE SIGNED:	09/24/2019
Total Attachments: 6 source=Trademark Assignment Agreement - Robert Rothschild Brands [Execution Version]#page1.tif source=Trademark Assignment Agreement - Robert Rothschild Brands [Execution Version]#page2.tif source=Trademark Assignment Agreement - Robert Rothschild Brands [Execution Version]#page3.tif source=Trademark Assignment Agreement - Robert Rothschild Brands [Execution Version]#page4.tif source=Trademark Assignment Agreement - Robert Rothschild Brands [Execution Version]#page5.tif source=Trademark Assignment Agreement - Robert Rothschild Brands [Execution Version]#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 24th, 2019, is made by Cincinnati Preserving Company, an Ohio corporation, located at c/o Shepherd Partners, 321 N. Clark St., Suite 500, Chicago, Illinois 60654 ("Seller"), in favor of RRF Foods Inc., an Ohio corporation, located at 1077 Celestial Street, Cincinnati, Ohio 45202 ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of September 24th, 2019 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. 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:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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 claims and causes of action 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase 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 Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. 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.

5. 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.


6. 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Remainder of page intentionally left blank. Signature page follows.]

SCHEDULE 1

Assigned Trademarks

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
ANNA MAE'S	77487505	May 30, 2008	3662632	August 4, 2009	Registered 8 & 15 April 1, 2016	Cincinnati Preserving Company (Ohio Limited Liability Company)
GAMEDAY	88120016	September 17, 2018			Pending - Non-Final Action Mailed December 28, 2018	Cincinnati Preserving Company, Dba David Evans Foods (Ohio Corp.)
GAMEDAY	77597875	October 22, 2008	3700158	October 20, 2009	Registered 8 & 15 July 7, 2016	Cincinnati Preserving Company (Ohio Limited Liability Company)
LINDEN RIDGE	75387088	November 10, 1997	2192376	September 29, 1998	Renewed September 29, 2008	Cincinnati Preserving Company, D/B/A Clearbrook Farms (Ohio Corp.)
MADE IN NAPA VALLEY	78172952	October 10, 2002	2777046	October 21, 2003	Renewed Supplemental Register October 21, 2013	Cincinnati Preserving Company (Ohio Limited Liability Company)
ROBERT ROTHSCHILD FARM	77816435	August 31, 2009	3855685	October 5, 2010	Registered 8 & 15 December 10, 2016	Cincinnati Preserving Company (Ohio Limited Liability Company)

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
ROBERT ROTHSCHILD FARM and Design 	77549503	August 18, 2008	3634280	June 9, 2009	Registered 8 & 15 June 10, 2015	Cincinnati Preserving Company (Ohio Limited Liability Company)
SMALL BATCH. FROM SCRATCH.	86839354	December 4, 2015			Pending - Final Refusal Mailed June 24, 2019	Cincinnati Preserving Company (Ohio Limited Liability Company)
ANNA MAE'S	1419946	November 28, 2008	TMA773680	August 4, 2010	Canada Registered Last Status Received: Registered August 4, 2010 Office Status: Registered	Cincinnati Preserving Company
GAMEDAY	1435227	April 21, 2009	TMA823490	May 7, 2012	Canada Registered Last Status Received: Registered May 7, 2012 Office Status: Registered	Cincinnati Preserving Company
GAMEDAY GOURMET	1442560	June 23, 2009	TMA829031	August 2, 2012	Canada Registered Last Status Received: Registered August 2, 2012 Office Status: Registered	Cincinnati Preserving Company
ROBERT ROTHSCHILD FARM	1452761	September 23, 2009	TMA806128	September 7, 2011	Canada Registered Last Status Received: Registered September 7, 2011 Office Status: Registered	Cincinnati Preserving Company