

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579210

<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 Brands Canada Inc. / Marques Conagra Canada Inc.		05/31/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ConAgra Foods RDM, Inc.		
<b>Street Address:</b>	222 Merchandise Mart Plaza, Suite 1300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5645685	DELICIOUSLY MEAT-FREE	
<b>Registration Number:</b>	5541109	GARDEIN	
<b>Registration Number:</b>	3545141	GARDEIN	
<b>Registration Number:</b>	5748486	GARDEIN DELICIOUSLY MEAT-FREE	
<b>Registration Number:</b>	4434555	GARDEIN GARDEN PROTEIN	
<b>Registration Number:</b>	4412900	GARDEIN	
<b>Registration Number:</b>	4412899	GARDEN PROTEIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<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>	212-326-3939		
<b>Email:</b>	elabarge@jonesday.com		
<b>Correspondent Name:</b>	Robert T.S. Latta		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	New York, NEW YORK 10281-1047		
<b>ATTORNEY DOCKET NUMBER:</b>	415750-600062		
<b>NAME OF SUBMITTER:</b>	Robert T.S. Latta		

CH \$190.00 5645685

<b>SIGNATURE:</b>	/Robert T.S. Latta/
<b>DATE SIGNED:</b>	06/02/2020
<b>Total Attachments: 5</b> source=2020-05-31_ConAgra Brands CA_Marques ConAgra CA_ConAgra Foods#page1.tif source=2020-05-31_ConAgra Brands CA_Marques ConAgra CA_ConAgra Foods#page2.tif source=2020-05-31_ConAgra Brands CA_Marques ConAgra CA_ConAgra Foods#page3.tif source=2020-05-31_ConAgra Brands CA_Marques ConAgra CA_ConAgra Foods#page4.tif source=2020-05-31_ConAgra Brands CA_Marques ConAgra CA_ConAgra Foods#page5.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), effective as of 6:00 a.m. Central Time (the "Effective Time") on May 31, 2020, is between ConAgra Brands Canada Inc. / Marques Conagra Canada Inc., a Canadian corporation ("Assignor"), and ConAgra Foods RDM, Inc., a Delaware corporation ("Assignee", and together with Assignor, the "Parties").

1. Assignment of Assets. Effective as of the Effective Time, Assignor hereby assigns, transfers, contributes, conveys and delivers to Assignee all of Assignor's rights, title and interests in, to and under all of the following assets (collectively, the "Assigned Assets"), for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, and payments due or payable as of the Effective Time or thereafter related to any of the following, including, without limitation, all claims for damages and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misuse, unlawful imitation or other unauthorized use of any of the following, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives:
  - a. all rights in the United States of America in and to registered and unregistered trademarks, service marks, trade dress, logos, corporate names, trade names, other indicia of source or origin and Internet domain names, all registrations, applications, and renewals thereof and all rights conferred under any of the foregoing, and all goodwill associated with or symbolized by any of the foregoing ("Trademarks") in each case that are listed on Annex A (collectively, the "Assigned Trademarks"); and
  - b. originals, or where not available, copies, of all material, research and files relating to the Assigned Trademarks.
2. Assumption of Liabilities. Effective as of the Effective Time, Assignee hereby assumes and will perform, pay and discharge as and when due all liabilities and obligations of Assignor to the extent resulting from, relating to or arising out of the Assigned Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise).
3. Recordation. Assignor hereby authorizes and requests the United States Commissioner for Trademarks and any other similar government authority anywhere in the world to record Assignee as the owner of the Assigned Trademarks and issue any and all trademark registrations issued thereon to and in the name of Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its

successors, assigns and other legal representatives. Assignee has the right to record this Agreement with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

4. Further Assurances.

- a. Each Party will execute and deliver such instruments and take such other actions as the other Party may reasonably request in order to carry out the intent of this Agreement or to better evidence or effectuate the transactions contemplated hereby.
- b. Assignor will provide Assignee and its successors, assigns and other legal representatives with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in connection with:  
(i) the perfection of the rights assigned in this Agreement, including the preparation, execution and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made in this Agreement, (ii) the preparation and prosecution of any application for registration, extension, renewal or equivalent to any of the foregoing for any of the Assigned Trademarks, (iii) the prosecution or defense of any opposition, cancellation, infringement or other proceeding that may arise in connection with any of the Assigned Trademarks, this Agreement or the assignment made hereby, and (iv) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

5. Potential Deferred Assets. If the transfer of any Assigned Asset as contemplated by this Agreement is not fully consummated at the Effective Time for any reason (including any delay required by or arising out of applicable law, any complication in the transfer of legal title, or any mistake by any of the Parties), then, to the extent permitted by applicable law, the Assignor: (a) shall thereafter hold any assets the transfer of which is delayed or deferred ("Deferred Assets"), as the case may be, in trust for the use and benefit and burden of the Assignee until the final consummation of the transfer thereof, and (b) with respect to any Deferred Assets, develop and implement mutually acceptable arrangements to place the Assignee entitled to receive such Deferred Assets in substantially the same position as if such Deferred Assets had been transferred as contemplated hereby and so that all the benefits and burdens relating to such Deferred Assets, including possession, use, risk of loss, potential for gain, dominion, ability to enforce the rights under or with respect to and control and command over such Deferred Assets, are to inure to the Assignee from and after the time such transfer would have otherwise been made pursuant this Agreement. The Parties further agree to arrange for the final transfer of any Deferred Assets to the

Assignee, according to the terms contemplated by this Agreement, as expeditiously as reasonably possible.

6. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware without regard to its conflict of law rules. The competent court of jurisdiction for all disputes arising from or in connection with this Agreement will be exclusively the courts of the State of Delaware or the courts of the United States located in the State of Delaware.
7. Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Time.

**ASSIGNOR:**

**CONAGRA BRANDS CANADA INC. /  
MARQUES CONAGRA CANADA, INC.**

DocuSigned by:  
B Eric M. Johnson  
Number: 949C971711C4483...  
Title: Vice President, Tax

**ASSIGNEE:**

**CONAGRA FOODS RDM, INC.**

DocuSigned by:  
B Eric M. Johnson  
Number: 949C971711C4483...  
Title: Vice President, Tax

**Annex A**

**Assigned Trademarks**

<b>Source</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>
USPTO	DELICIOUSLY MEAT-FREE	<b>App</b> 87813497	<b>App</b> 27-FEB-2018	29	<b>Reg</b> 5645685	<b>Reg</b> 01-JAN-2019
USPTO	GARDEIN	<b>App</b> 87813469	<b>App</b> 27-FEB-2018	29	<b>Reg</b> 5541109	<b>Reg</b> 14-AUG-2018
USPTO	GARDEIN	<b>App</b> 78665750	<b>App</b> 07-JUL-2005	29	<b>Reg</b> 3545141	<b>Reg</b> 09-DEC-2008
USPTO	GARDEIN DELICIOUSLY MEAT-FREE	<b>App</b> 87813488	<b>App</b> 27-FEB-2018	29	<b>Reg</b> 5748486	<b>Reg</b> 14-MAY-2019
USPTO	GARDEIN GARDEN PROTEIN	<b>App</b> 85012758	<b>App</b> 13-APR-2010	29	<b>Reg</b> 4434555	<b>Reg</b> 19-NOV-2013
USPTO	GARDEIN	<b>App</b> 85179444	<b>App</b> 17-NOV-2010	29	<b>Reg</b> 4412900	<b>Reg</b> 08-OCT-2013
USPTO	GARDEN PROTEIN	<b>App</b> 85179441	<b>App</b> 17-NOV-2010	29	<b>Reg</b> 4412899	<b>Reg</b> 08-OCT-2013