

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579213

<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, LLC		05/31/2020	Limited Liability Company:
<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: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1442363	A	
<b>Registration Number:</b>	0687314	ABLE	
<b>Registration Number:</b>	0523399	ARMOLA	
<b>Registration Number:</b>	4578926	BAKER'S SPECIAL	
<b>Registration Number:</b>	2109917	SO-FLEECE	
<b>Registration Number:</b>	0523384	TEX	
<b>Registration Number:</b>	0758518	TEX 425 PLUS	
<b>Registration Number:</b>	0845971		
<b>Registration Number:</b>	1659921	GEBHARDT SINCE 1896	
<b>Registration Number:</b>	1627445	GEBHARDT'S	
<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>	2123263939		
<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		

CH \$265.00 1442363

**Address Line 4:** New York, NEW YORK 10281-1047

**ATTORNEY DOCKET NUMBER:** 415750-600062

**NAME OF SUBMITTER:** Robert T.S. Latta

**SIGNATURE:** /Robert T.S. Latta/

**DATE SIGNED:** 06/02/2020

**Total Attachments: 5**

source=2020-05-31\_Conagra Foods Food Ingredients Co LLC\_ConAgra Foods#page1.tif  
source=2020-05-31\_Conagra Foods Food Ingredients Co LLC\_ConAgra Foods#page2.tif  
source=2020-05-31\_Conagra Foods Food Ingredients Co LLC\_ConAgra Foods#page3.tif  
source=2020-05-31\_Conagra Foods Food Ingredients Co LLC\_ConAgra Foods#page4.tif  
source=2020-05-31\_Conagra Foods Food Ingredients Co LLC\_ConAgra Foods#page5.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), effective as of 6:30 a.m. (the "Effective Time") on May 31, 2020, is between ConAgra Foods Food Ingredients Company, LLC, a Delaware limited liability company (f/k/a ConAgra Foods Food Ingredients Company, Inc., a Delaware 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.

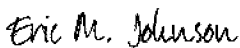
**ASSIGNOR:**

**CONAGRA FOODS FOOD INGREDIENTS  
COMPANY, LLC**

DocuSigned by:  
 \_\_\_\_\_  
949C971711C4483... J...SON  
Title: Vice President, Tax


**ASSIGNEE:**

**CONAGRA FOODS RDM, INC.**

DocuSigned by:  
 \_\_\_\_\_  
949C971711C4483... J...SON  
Title: Vice President, Tax

## Annex A

### Assigned Trademarks

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO	A	App 73628186	App 03-NOV-1986	31	Reg 1442363	Reg 09-JUN-1987
USPTO	ABLE	App 72063513	App 02-DEC-1958	29	Reg 0687314	Reg 27-OCT-1959
USPTO	ARMOLA	App 71549490	App 12-FEB-1948	29	Reg 0523399	Reg 04-APR-1950
USPTO	BAKER'S SPECIAL	App 86063894	App 13-SEP-2013	29	Reg 4578926	Reg 05-AUG-2014
USPTO	SO-FLEECE	App 75102357	App 10-MAY-1996	29	Reg 2109917	Reg 28-OCT-1997
USPTO	TEX	App 71548465	App 31-JAN-1948	29	Reg 0523384	Reg 04-APR-1950
USPTO	TEX 425 PLUS	App 72153145	App 14-SEP-1962	29	Reg 0758518	Reg 15-OCT-1963
USPTO		App 72262843	App 19-JAN-1967	29	Reg 0845971	Reg 12-MAR-1968
USPTO	GEBHARDT SINCE 1896	App 74087500	App 13-AUG-1990	29 30	Reg 1659921	Reg 08-OCT-1991
USPTO	GEBHARDT'S	App 74034108	App 02-MAR-1990	30	Reg 1627445	Reg 11-DEC-1990