

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wagner's, LLC		07/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Southern States Cooperative, Incorporated		
Street Address:	6606 West Broad Street		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2578415	CRITTER FEAST	
CORRESPONDENCE DATA			
Fax Number:	(804)698-5142		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8046971278		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Robert L. Brooke		
Address Line 1:	600 Peachtree Street, N.E., Suite 5200		
Address Line 2:	Bank of America Plaza		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	201306.131		
NAME OF SUBMITTER:	Robert L. Brooke		
Signature:	/Robert L. Brooke/		

OP \$40.00 2578415

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**TRADEMARK**  
**REEL: 003600 FRAME: 0797**

Date:

08/14/2007

Total Attachments: 2

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of July \_\_, 2007 (the "Effective Date"), is made by Wagner's, LLC, a Delaware limited liability company, located at 4 Manhattanville Road, Suite 203, Purchase, New York 10577 ("Assignor"), to Southern States Cooperative, Incorporated, a Virginia corporation, located at 6606 West Broad Street, Richmond, VA 23230 ("Assignee").

### **W I T N E S S E T H**

WHEREAS, Assignor owns the trademark registration for CRITTER FEAST, Registration No. 2,578,415, with the United States Patent & Trademark Office (the "Registration"); and

WHEREAS, Assignor agrees to assign, and Assignee agrees to acquire, all of Assignor's right, title and interest in and to the Registration, together with that part of the goodwill of the business connected with the use of and symbolized by the Registration;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, its successors and assigns of all the right, title and interest of Assignor throughout the world in and to the Registration, together with that part of the goodwill of the business connected with the use of and symbolized by the Registration.
2. Assignee shall have all right to register, extend, renew, maintain, defend and enforce the Registration, and any and all registrations resulting therefrom, in its own name in the United States and any foreign country, and Assignor hereby agrees to execute any documents and perform any acts that Assignee may request from time to time to ensure that all rights intended to be transferred to Assignee by this Assignment have been transferred, and to enable and assist Assignee to perfect, by registration or otherwise, and to protect, by enforcement actions or otherwise, all rights to be transferred by this Assignment.
3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Registration under the trademark laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to Assignor as of the date hereof. Assignor hereby further agrees to cooperate fully, at Assignee's cost, with Assignee in the enforcement of all such causes of action and claims.
4. Assignor hereby represents and warrants that (i) as of the Effective Date, it was the exclusive owner of the Registration, as well as that part of the goodwill of the business connected with the use of and symbolized by the Registration, free and clear of all liens, (ii) it has full authority to enter into this Assignment, (iii) neither this Assignment nor any right granted herein violates any obligation owed to, or right of, any third party, and no person, firm or entity

other than Assignor has any rights in, or right or option to acquire, the Registration, and (iv) there is no litigation or proceeding pending or threatened against or relating to the Registration.

5. Assignor hereby agrees that this Assignment shall be binding upon its representatives, successors and assigns.

6. Assignor hereby agrees that this Assignment shall be governed by the laws of the Commonwealth of Virginia.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be effective as of the date first appearing above.

Wagner's, LLC

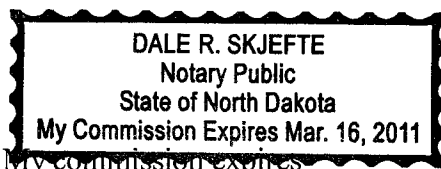
By: Harry Tyre

Its: President

STATE OF North Dakota

CITY/COUNTY OF Dickey

The foregoing instrument was acknowledged before me by Harry Tyre  
this 31<sup>st</sup> day of July, 2007.



Dale R. Skjefte  
Notary Public  
3/16/11

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