

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
WindStone Farms, LLC		12/16/2011	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Algood Food Company		
Street Address:	7401 Trade Port Drive		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40258		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2290309	WINDSTONE FARMS	
CORRESPONDENCE DATA			
Fax Number:	(412)918-1199		
Phone:	412-918-1100		
Email:	pboss@metzlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Julie I. Kline, Metz Lewis LLC		
Address Line 1:	11 Stanwix Street, 18th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	203/027		
NAME OF SUBMITTER:	Julie I. Kline		
Signature:	/Julie I. Kline/		

Date:

01/16/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT AND AGREEMENT

THIS TRADEMARK ASSIGNMENT AND AGREEMENT (this "Trademark Assignment") is made effective as of the 16th day of December, 2011 (the "Effective Date"), by and between **WindStone Farms, LLC**, a Kentucky limited liability company ("Assignor"), and **Algood Food Company**, a Kentucky corporation ("Assignee").

RECITALS

A. Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark registrations listed on the attached Schedule A (hereinafter, the "Trademarks"), and the goodwill of the business associated with the Trademarks (the "Goodwill");

B. Assignee is desirous of acquiring all rights, title and interest to the Trademarks and the Goodwill.

C. Under the terms of that certain Bill of Sale and Agreement executed by Assignor and Assignee as of the date hereof, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with governmental authorities including, but not limited to, the Patent and Trademark Office of the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, and Assignee accepts, the entire right, title, interest in, to and under the Trademarks and all issuances, extensions and renewals thereof and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for past infringement of the Trademarks.

2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks upon request by Assignee.

3. Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the Effective Date in connection with the registration of any of the Trademarks.

4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.

5. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to any conflict of laws provisions thereof.

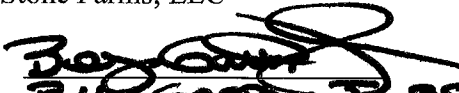
6. This Trademark Assignment may be executed in two or more counterparts (including by means of facsimile or electronic mail), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

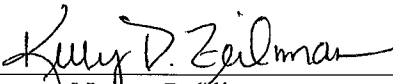
Assignor:

WindStone Farms, LLC

By: 
Name: BILLY GATTON JONES
Title: OWNER

STATE OF Kentucky)
) SS:
COUNTY OF Jefferson)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 16TH day of December, 2011, personally appeared before me Billy Gatton Jones, the Owner of WINDSTONE FARMS, LLC, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Owner of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

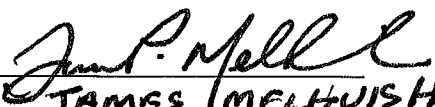


Notary Public

ACCEPTED:

Assignee:

Algood Food Company

By: 
Name: JAMES MELHUIST
Title: VICE PRESIDENT

Schedule A
to
TRADEMARK ASSIGNMENT AND AGREEMENT

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
WindStone Farms	75604686	2290309	November 2, 1999
Kentucky Jam Cake	73498143	1370731	November 12, 1985*

* This Trademark is no longer in effect, however, common rights to it still exist.