

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
Kettle Creations, LLC		08/10/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	BEF Foods, Inc.		
Street Address:	3776 South High Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43207		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3978860	KETTLE CREATIONS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(614) 464-6424		
Email:	iplaw@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255		
Address Line 2:	IPLaw@Vorys		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	6424-5012-1289-KETTLE-BEF		
NAME OF SUBMITTER:	Joan C. Makley		
Signature:	/Joan C. Makley/		

CH \$40.00 3978860

Date:

08/24/2012

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property (this “**Assignment**”) made as of the 10th day of August, 2012 by and between BEF Foods, Inc., an Ohio corporation, (the “**Assignee**”), and Kettle Creations, Inc., an Ohio corporation, and Kettle Creations, LLC, an Ohio limited liability company (together with Kettle Creations, Inc., the “**Assignors**”).

RECITALS

WHEREAS, Assignee and Assignors are parties to that certain Asset Purchase Agreement, dated July 25, 2012 (the “**Purchase Agreement**”), pursuant to which Assignors have agreed to sell to Assignee, and Assignee has agreed to buy from Assignors the Assets, including, without limitation, all Intellectual Property Assets.

WHEREAS, pursuant to Section 2.7(a)(iv) of the Purchase Agreement, Assignors have agreed to execute an assignment of its Intellectual Property Assets.

WHEREAS, in accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors’ worldwide right, title and interest in and to, the Intellectual Property Assets.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign, transfer and set over to the Assignee all right, title and interest in and to the Intellectual Property Assets, including without limitation Assignors’ worldwide right, title and interest in the registered and unregistered trademarks (together with the goodwill associated therewith) and domain name listed on Exhibit A annexed hereto and incorporated herein by reference. For the avoidance of doubt, no Excluded Asset is transferred to Assignee by virtue of this Assignment. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

Each of the Assignors further agrees that, when requested, such Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee’s right to the Intellectual Property Assets and to render all necessary assistance in making application for and obtaining registration of the registered trademarks assigned hereunder with the U.S. Patent and Trademark Office or of any and all foreign countries, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignors and Assignee.

This Assignment is given pursuant to the Purchase Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights of Assignee or Assignors thereunder and is given solely for the purpose of separately evidencing the transactions contemplated thereby.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. 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.

(Signatures appear on next page.)

IN WITNESS WHEREOF, the undersigned Assignors and Assignee have caused this Assignment of Intellectual Property to be executed as of the date first above written.

ASSIGNORS:

KETTLE CREATIONS INC.,
an Ohio corporation

By: Donald Klausung
Name: Donald Klausung
Title: President

State of Ohio)
)
County of Allen) ss.:

The foregoing instrument was acknowledged before me this 7th day of August, 2012, by Donald Klausung as the President of Kettle Creations, Inc., an Ohio corporation on behalf of the said corporation.

Witness my hand and official seal.

Barbara J. Holbrook
Notary Public
My Commission Expires: _____

KETTLE CREATIONS LLC,
an Ohio limited liability company

By: Donald Klausung
Name: Donald Klausung
Title: President

State of Ohio)
)
County of Allen) ss.:

The foregoing instrument was acknowledged before me this 7th day of August, 2012, by Donald Klausung as the President of Kettle Creations, LLC, an Ohio limited liability company, on behalf of the said corporation.

Witness my hand and official seal.

Barbara J. Holbrook
Notary Public
My Commission Expires: _____



BARBARA J. HOLBROOK
Notary Public, State of Ohio
My Commission Expires
April 30, 2017

[Signature Page to the Assignment of Intellectual Property]



BARBARA J. HOLBROOK
Notary Public, State of Ohio
My Commission Expires
April 30, 2017

ASSIGNEE:

BEF FOODS, INC.,
an Ohio corporation

By: J. Michael Townsley
J. Michael Townsley, President

State of Ohio)
) ss.:
County of Franklin)

The foregoing instrument was acknowledged before me this 24th day of August, 2012, by J. Michael Townsley as the President of BEF Foods, Inc., an Ohio corporation, on behalf of the said corporation.

Witness my hand and official seal.

Kevin C. O'Neil
Kevin C. O'Neil, Notary Public

KEVIN C. O'NEIL, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

[Signature Page to the Assignment of Intellectual Property]

EXHIBIT A

Intellectual Property

Registered Trademark: U.S. Trademark Registration No. 3,978,860, registered June 14, 2011, Int.Cl.:29, for KETTLE CREATIONS.

Domain Names: kettlecreations.net

Unregistered Trademarks:

- “Made from Scratch”
- “Cook in Bag”