

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| The Robert D. Zacky and Lillian D. Zacky Trust U/D/T | | 03/08/2013 | TRUST: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Zacky & Sons Poultry, LLC | | |
| Street Address: | 2020 S. East Avenue | | |
| City: | Fresno | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93721 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85253535 | THE WESTERNER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105564617 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 3105561956 | | |
| Email: | mmartin@fpplaw.com | | |
| Correspondent Name: | Michael Martin | | |
| Address Line 1: | 1925 Century Park East, Suite 2050 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| ATTORNEY DOCKET NUMBER: | THE WESTERNER | | |
| NAME OF SUBMITTER: | Michael P. Martin | | |
| Signature: | /Michael P. Martin/ | | |

OP \$40.00 85253535

Date:

03/12/2013

Total Attachments: 5

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ASSIGNMENT OF U.S. TRADEMARK REGISTRATIONS

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 8, 2013 ("Effective Date") by and between The Robert D. Zacky and Lillian D. Zacky Trust U/D/T Dated July 26, 1988, a California trust, with its principal place of business at 149 S. Barrington Ave., Suite 720, Los Angeles, California 90049 ("Assignor") and Zacky & Sons Poultry, LLC, a California Limited Liability Company with its principal place of business at 2020 S. East Avenue, Fresno, CA 93721.

WHEREAS, Assignor is the owner of certain trademarks, including without limitation (1) the United States trademark registrations set forth on Schedule A attached hereto, and (2) the trade names set forth on Schedule B attached hereto, in each case, together, with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignor owns certain domain names, including domain names listed on Schedule C attached here to (the "Domain Names") and


WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Marks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Domain Names and the Marks including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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 or payments due and payable as of the Effective Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, 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 or other legal representatives.

[SIGNATURE PAGE FOLLOWS ON PAGE 2]

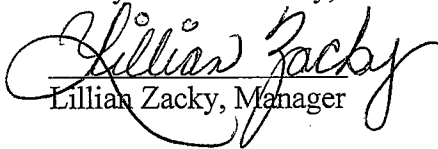
Assignor:

The Robert D. Zacky and Lillian D. Zacky
Trust U/D/T Dated July 26, 1988


Lillian Zacky, Trustee

Assignee:

Zacky & Sons Poultry, LLC


Lillian Zacky, Manager

STATE OF CALIFORNIA

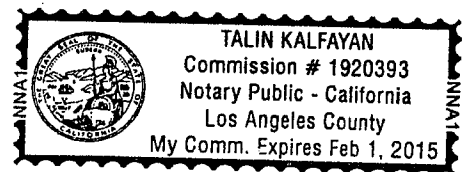
County of Los Angeles

On March 8, 2013 before me, the undersigned, a Notary Public in and for the State of California, personally appeared Lillian Zacky personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Talin Kalfayan



SCHEDULE A

REGISTERED U.S. TRADEMARKS

| Mark | Filing Date | Reg. No./Issue Date | Status |
|---------------------------|-------------|----------------------|--------------|
| THE WESTERNER | 2/28/2011 | App. No. 85253535 | Current/Live |
| THE CALIFORNIAN | 4/18/2011 | 4045537 - 10/25/2011 | Current/Live |
| TENDER GOLD | 4/18/2011 | 4031760 - 9/27/2011 | Current/Live |
| ZACKY FARMS (STYLIZED) | 2/1/1985 | 1351943 - 7/30/1985 | Current/Live |
| ZACKY FARMS | 8/23/2002 | 2781924 - 11/11/2003 | Current/Live |
| SAMUEL'S RANCH | 12/17/2012 | App No. 85804435 | Pending |
| INTERNATIONAL POULTRY | 12/17/2012 | App No. 85804398 | Pending |

SCHEDULE B

TRADE NAMES

Zacky
Zacky Farms

TRADEMARK

REEL: 004980 FRAME: 0571

SCHEDULE C

DOMAIN NAME REGISTRATION

| <u>Domain Name</u> | <u>Expiration Date</u> | <u>Registrant</u> |
|--------------------|------------------------|---|
| www.zacky.com | expires 9/18/2014 | Joe Zacky PO Box 12556 Fresno, CA 93778 |
| www.zackyfarms.com | expires 11/6/2014 | Joe Zacky PO Box 12556 Fresno, CA 93778 |