

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Truitt Bros., Inc.		06/01/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Peter W. Truitt
Street Address:	PO Box 309
City:	Salem
State/Country:	OREGON
Postal Code:	97308
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85550093	TRU-HARVEST
Registration Number:	1511123	EXPRESS CHEF
Registration Number:	3794846	EXPRESS CHEF
Registration Number:	3777261	FARM 2 FORK MEETING THE DEMAND FOR SUSTA
Registration Number:	4003253	FOODS THAT MAKE A DIFFERENCE
Registration Number:	1434117	PEMBROOK
Registration Number:	3280263	SAVERPAK
Registration Number:	3450053	TRU FLAVORS HEIRLOOM RECIPES
Registration Number:	1436569	TRU-COLOR
Registration Number:	3518427	TRUITT BROTHERS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$265.00 85550093

Email: trademark@sglaw.com
Correspondent Name: Caleb A. Williams
Address Line 1: PO Box 470
Address Line 4: Salem, OREGON 97308

ATTORNEY DOCKET NUMBER:	11168
NAME OF SUBMITTER:	Caleb A. Williams
Signature:	/Caleb A. Williams/
Date:	08/30/2013

Total Attachments: 3
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BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (the "**Agreement**"), effective as of June 1, 2013 (the "**Effective Date**"), between **Truitt Bros., Inc.**, an Oregon corporation ("**Assignor**"), and **Peter W. Truitt** ("**Assignee**"), is made in consideration of the sum of One Dollar (\$1.00) to the Seller paid.

1. Assignment

Assignor hereby grants, conveys, sells, assigns, transfers and delivers to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in the intellectual property assets related to or used in Assignor's canning division, including, without limitation, those assets more particularly described below, as the same shall exist on the Effective Date (the "**Assets**"):

- 1.1 the trademarks identified on **Exhibit A**, attached hereto and by this reference made a part hereof;
- 1.2 all brands, marketing and promotional materials utilizing the trademarks, and supplies related thereto; and

3. AS-IS/WHERE IS/NO WARRANTIES

ASSIGNEE AFFIRMS, ACKNOWLEDGES AND AGREES THAT THE ASSETS ARE GRANTED, CONVEYED, SOLD, ASSIGNED, TRANSFERRED AND DELIVERED TO ASSIGNEE PURSUANT TO THIS AGREEMENT ON AN "AS IS, WHERE IS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER. ASSIGNOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

TRUITT BROS., INC.

By: David J. Truitt
David J. Truitt, President

Peter W. Truitt
Peter W. Truitt

**EXHIBIT A
TRADEMARKS**

TRADEMARK NAME	U.S. REGISTRATION OR SERIAL No.
Tru-Harvest	4329255
Express Chef	1511123
Express Chef	3794846
Farm 2 Fork	3777261
Foods That Make A Difference	4003253
Pembrook	1434117
Tru Flavors	3450053
Saverpak	3280263
Tru-Color	1436569
Truitt Bros. (Sustainable)	3518427

