

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
Country Creek Farms, LLC		09/23/2013	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Cal-Maine Foods, Inc.		
Street Address:	3320 W. Woodrow Wilson Avenue		
City:	Jackson		
State/Country:	MISSISSIPPI		
Postal Code:	39209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3489958	BENTON COUNTY FOODS LLC	
CORRESPONDENCE DATA			
Fax Number:	5013769442		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(501) 371-0808		
Email:	jdougherty@wlj.com		
Correspondent Name:	J. Charles Dougherty		
Address Line 1:	200 W. Capitol Ave., Suite 2300		
Address Line 4:	Little Rock, ARKANSAS 72201		
NAME OF SUBMITTER:	J. Charles Dougherty		
Signature:	/chuck dougherty/		
Date:	10/30/2013		

OP \$40.00 3489958

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into effective as of SEPTEMBER 23, 2013 by and between Country Creek Farms, L.L.C., a Tennessee limited liability company ("Assignor") with a business address of 5509 Walsh Lane, Rogers, Arkansas 72758, and Cal-Maine Foods, Inc., a Delaware corporation ("Assignee") with a business address of 3320 W. Woodrow Wilson Avenue, Jackson, Mississippi 39209.

WHEREAS, Assignor is the owner of U.S. Registration No. 3,489,958 for the mark "BENTON COUNTY FOODS LLC," and design for use in connection with shell eggs and liquid eggs (the "Mark"), as set forth on Exhibit A attached hereto and is the owner of all right, title and interest in and to the Mark, both under common law and the foregoing registration, together with the goodwill of the business connected with and symbolized by the Mark; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire all right, title and interest in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the worldwide right, title and interest in and to the Mark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Mark (including, without limitation, the right to sue for past, present and future infringements or misappropriations of the Mark, the right to renew any registrations included in the Mark, the right to apply for Mark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from the Mark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale. Assignor further covenants and agrees to refrain from using any trade name or mark in any way confusingly similar or related to, in Assignee's reasonable opinion, the Mark.

2. Assignor authorizes the Commissioner of Marks of the United States and other empowered officials of the United States Patent and Mark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the above-described registration to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor covenants to execute any and all documents, papers, forms and/or authorizations and take all other actions that may be reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Mark.

3. The Assignor hereby represents and warrants as follows:

(a) The Assignor is a limited liability company duly registered and validly existing under the laws of the State of Tennessee.

(b) The Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

(c) Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

4. The Assignee hereby represents and warrants as follows:

(a) The Assignee is a corporation duly registered and validly existing under the laws of the State of Delaware.

(b) The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

(c) Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

5. This Agreement shall be governed by, and construed in accordance with (i) the laws of the United States and the State of Arkansas to the extent not inconsistent with the laws of the United States, with respect to any Mark and patent issues, and (ii) in all other respects, including as to validity (except for patent and Mark issues), interpretation and effect, by the laws of the State of Arkansas without giving effect to the conflict of laws rules thereof.

6. All notices and communications required or permitted to be given or made under this Agreement shall be in writing and shall be given by: (i) facsimile to the other party's facsimile number; or (ii) personal delivery, by confirmed air courier, by certified mail, return receipt requested, or by first class mail, postage prepaid. Notices shall be addressed to the parties at the addresses or facsimile numbers that appear below, or to such other address as either such party shall theretofore have designated for such purpose from time to time. All noticed provided pursuant to this Section shall be deemed effective upon actual receipt.

If to Assignor, to:

Country Creek Farms, LLC
5509 Walsh Lane
Rogers, Arkansas 72758
Attn: Ron Whaley

If to Assignee, to:

Cal-Maine Foods, Inc.
3320 W. Woodrow Wilson Ave.
Jackson, Mississippi 39209
Attn: Dolph Baker

Facsimile No.: _____

Facsimile No. (601) 969-0905

With a copy to:

J. Charles Dougherty, Esq.
Wright, Lindsey & Jennings LLP
200 West Capitol Avenue, Suite 2300
Little Rock, AR 72201-3699
Telephone No.: (501) 371-0808
Facsimile No.: (501) 376-9442

With a copy to:

Robert L. Holladay, Jr., Esq.
General Counsel
3320 W. Woodrow Wilson Ave.
Jackson, Mississippi 39209
Telephone No.: (601) 948-6813
Facsimile No.: (601) 510-8658

7. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

8. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

9. The recitals and exhibits referred to in this Agreement are an integral part of this Agreement, are incorporated herein, and have the same legal effect as this Agreement.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

COUNTRY CREEK FARMS, L.L.C.

CAL-MAINE FOODS, INC.

By: _____

By: _____

Name: JODIE DANIELS

Name: DOUG BAKER

Title: DIRECTOR OF MARKETING

Title: President

Mark Assignment Agreement

EXHIBIT A

Mark Registration Certificate – See Attached



Benton County Foods_{LLC}

Word Mark BENTON COUNTY FOODS LLC

Goods and Services IC 029, US 046, G & S: shell eggs and liquid eggs. FIRST USE: 20080101. FIRST USE IN COMMERCE: 20080101

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 03.15.03 - Chickens, hens, roosters; Chicks; Hens; Rooster
03.15.24 - Stylized birds and bats
26.03.21 - Ovals that are completely or partially shaded

Mark Search Facility ANI-BIRDS Accurate depiction of Birds
ART-08.13 Other foodstuffs

Classification Code LETS-2 LLC Two letters or combinations of multiples of two letters
SHAPES-OVALS Oval figures or designs including incomplete ovals and one or more ovals

Serial Number 77272380

Filing Date September 5, 2007

Current Basis 1A

Original Filing Basis 1B

Published for Opposition February 5, 2008

Registration Number 3489958

Registration Date August 19, 2008

Owner (REGISTRANT) Country Creek Farms, LLC LIMITED LIABILITY COMPANY TENNESSEE
5509 Walsh Lane Rogers ARKANSAS 72758

Attorney of Record J. Charles Dougherty

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FOODS" AND "LLC" APART FROM THE MARK AS SHOWN

Description of Mark Color is not claimed as a feature of the mark. The mark consists of a chicken hen superimposed on an egg-shaped background.

Type of Mark MARK

Register PRINCIPAL

Live/Dead Indicator LIVE