## 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
FRESH FROZEN FOODS, LLC		11/08/2013	LIMITED LIABILITY COMPANY: GEORGIA

## **RECEIVING PARTY DATA**

Name:	FFF ACQUISITION SUB, INC.	
Street Address:	5415 EAST HIGH STREET	
Internal Address:	SUITE 350	
City:	PHOENIX	
State/Country:	ARIZONA	
Postal Code:	85054	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3113447	FRESH FROZEN	
Registration Number:	3185430	FRESH FROZEN	

### **CORRESPONDENCE DATA**

Fax Number: 4042644033

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

via US Mail.

Phone: (404)846-1693

Email: trademark-at@btlaw.com

Correspondent Name: BARNES & THORNBURG LLP - L. MILLER

Address Line 1: 3475 PIEDMONT ROAD, NE

Address Line 2: SUITE 1700

Address Line 4: ATLANTA, GEORGIA 30305-3327

ATTORNEY DOCKET NUMBER:	62624-1	
NAME OF SUBMITTER:	Jason A. Bernstein	TDADEMARK

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TRADEMARK

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Signature:	/Jason A. Bernstein - lkm/
Date:	11/08/2013
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TRADEMARK REEL: 005150 FRAME: 0299

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of the 8th day of November 2013, (the "Effective Date") by FRESH FROZEN FOODS, LLC, a Georgia limited liability company ("Assignor"), and FFF Acquisition Sub, Inc., a Delaware corporation, maintaining its principal place of business at 5415 East High Street, Suite 350, Phoenix, Arizona 85054 ("Assignee").

## STATEMENT OF FACTS

Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the service marks and trademarks and all variations which Assignor may have adopted and used (including applications, registrations and common law rights) set forth on Exhibit A attached hereto and incorporated herein (collectively, the "Marks"), along with all goodwill pertaining thereto, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment.

## ASSIGNMENT

In consideration of Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably and unconditionally sells, assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and, any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee's or its successor's expense and charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such trademarks and service marks. This assignment agreement may be executed in any number of counterparts and, and any party hereto may execute any such counterpart, each of which when executed and delivered shall constitute an original and all such counterparts together shall constitute but one and the same instrument.

TRADEMARK
REEL: 005150 FRAME: 0300

IN WITNESS WHEREOF, the Assignor and Assignee, by their duly authorized officers, have executed this Assignment under seal.

ASSIGNOR:
FRESH FROZEN FOODS, LLC
ву: <i>[В. Д. Д.</i>
Billy F. Griffin Jr., President
ASSIGNEE:
FFF ACQUISITION SUB, INC.
By:
Name:
Its:

IN WITNESS WHEREOF, the Assignor and Assignee, by their duly authorized officers, have executed this Assignment under seal.

Name:

ASSIGNOR:

FRESH FROZEN FOODS, LLC

By:

Billy F. Griffin Jr., President

ASSIGNEE:

FFF ACQUISITION SUB, INC.

By:

TRADEMARK REEL: 005150 FRAME: 0302

# Exhibit A

## Trademarks

TRADEMARK	REG. DATE	REG. NO.
	3,113,447	July 11, 2006
	3,185,430	December 19, 2006

TRADEMARK
REEL: 005150 FRAME: 0303

**RECORDED: 11/08/2013**