

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
STOKELY-VAN CAMP, INC.		11/05/2013	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	THE QUAKER OATS COMPANY		
Street Address:	555 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4225775	LIFE	
CORRESPONDENCE DATA			
Fax Number:	9723343871		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9723342587		
Email:	trademarks@pepsico.com		
Correspondent Name:	Jeanette S. Zimmer		
Address Line 1:	7701 Legacy Drive		
Address Line 4:	Plano, TEXAS 75024		
ATTORNEY DOCKET NUMBER:	LIFE ASSIGNMENT		
NAME OF SUBMITTER:	Jeanette S. Zimmer		
Signature:	/Jeanette S. Zimmer/		
Date:	11/08/2013		
Total Attachments: 1 source=US - LIFE - SVC to TQOC 20131105#page1.tif			

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## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT, dated as of November 5, 2013 (the "Assignment"), is made by Stokely-Van Camp, Inc., with a place of business at 555 West Monroe Street, Chicago, IL 60661 ("Assignor") to The Quaker Oats Company, with a place of business at 555 West Monroe Street, Chicago, IL 60661 ("Assignee").

WHEREAS, Assignor owns a trademark registration for LIFE (Stylized) (Registration Number 4225775) (the "Trademark"); and


WHEREAS, Assignor has agreed to sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademark and the goodwill associated with the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreements:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Trademark and the goodwill associated with the use of and symbolized by the Trademark. Further, Assignor hereby assigns, transfers and sets over unto Assignee, Assignor's rights, if any, to sue for and to collect damages, profits and other relief for any past infringement of the Trademark.
2. Assignor warrants that it does not and will not use any other trademark which may be confusingly similar to the Trademark. Assignor agrees that it will not file any applications to register the Trademark or any mark which may be confusingly similar to the Trademark. Assignor further warrants it has not heretofore agreed to any restrictions upon the use of the Trademark and has not assigned, licensed or otherwise granted rights in the Trademark to any other person or entity.
3. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademark in Assignee and/or to carry out the intent of this Agreement.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first written above.

**STOKELY-VAN CAMP, INC.**

Signature:   
Janet Silverberg, Vice President

**THE QUAKER OATS COMPANY**

Signature:   
Adriana Reyes-Villanueva, Vice President