

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
Bruce Foods Corporation		12/31/2013	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	McCall Farms, Inc.		
Street Address:	6615 S. Irby Street		
City:	Effingham		
State/Country:	SOUTH CAROLINA		
Postal Code:	29541		
Entity Type:	CORPORATION: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3078036	BRUCE'S	
Registration Number:	1265852	BRUCE'S	
Registration Number:	2564185	BRUCE'S YAMS	
Registration Number:	2507813	AMERICA' S SWEET HEARTS	
Registration Number:	1853727	TAYLOR'S	
Registration Number:	1249161	PATSY'S PARTY	
Registration Number:	1100316	PRIDE OF CAROLINA	
Registration Number:	0924363	MARTINDALE	
Registration Number:	4044578	THE SWEETHEART OF THE YAM	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	803-799-2000		
Email:	ip@nelsonmullins.com		

CH \$240.00 3078036

Correspondent Name: Nelson Mullins Riley & Scarborough LLP
Address Line 1: 100 North Tryon Street
Address Line 2: 42nd Floor, IP Department
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	22696/00002
NAME OF SUBMITTER:	Charles G. Zug
Signature:	/Charles G. Zug/
Date:	01/06/2014

Total Attachments: 6
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ASSIGNMENT AND ASSUMPTION AGREEMENT


THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assumption Agreement”), is dated as of December 31, 2013, by and between the following parties:

ASSIGNOR: Bruce Foods Corporation, a Louisiana corporation (“Assignor”),
and

ASSIGNEE: McCall Farms, Inc., a South Carolina corporation (“Assignee”).

This Assumption Agreement is delivered pursuant to that certain Asset Purchase Agreement, dated, November 6, 2013, by and between Assignor and Assignee (the “Purchase Agreement”), and is subject to all of the terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the recitals and of the respective covenants, representations, warranties and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby grants, bargains, sells, conveys, assigns, transfers and delivers unto Assignee, its successors and assigns, all of its right, title and interest in and to the Purchased Assets which are intangible personal property, including the goodwill pertaining to the Seller Intellectual Property and the right to sue for any past infringement of the Seller Intellectual Property (altogether the “Intangibles”) to have and to hold forever. Included as part of the Intangibles hereby being assigned, transferred, and delivered unto Assignee are the common law and registered trademarks (including the common law rights pertaining to such registered trademarks) and the domain name registration for <yamright.com> and other Seller Intellectual Property found in the content and images displayed on and code used for the www.yamright.com website as listed on Exhibits A and B. The assignment is not intended to include the transfer of Assignor’s trade names “Bruce Foods Corporation” and “Bruce Foods” and the following trademark: .

2. Assumption. Assignor hereby grants, bargains, sells, conveys, assigns, transfers and delivers unto Assignee, its successors and assigns, all of its right, title and interest in and to, and all of the obligations and liabilities under, the Assumed Liabilities, to have and to hold forever. Assignee, for itself, its successors and assigns, hereby assumes and agrees to observe, perform and fulfill, or pay and discharge, as the case may be, all of the Assumed Liabilities.

3. Appointment. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Intangibles and the Assumed Liabilities; (b) to give receipts and releases for or in respect

of the same or any part thereof; (c) to endorse checks and other instruments; (d) to institute and prosecute, from time to time, in the name of Assignor or otherwise, any and all actions, suits and proceedings which Assignee deems proper to collect, assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect to the Intangibles and the Assumed Liabilities; and (e) to execute such other documents and take such other action as may be necessary from time to time to carry out this Assumption Agreement. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

4. Cooperation. Assignor covenants and agrees that it will, at any time and from time to time, do, execute, acknowledge and deliver any and all other acts, deeds, assignments, transfers, certificates of title, conveyances, powers of attorney or other instruments that Assignee reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder.

5. No Modification of Purchase Agreement. This Assumption Agreement is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement. In the event of any conflict between any term or provision hereof and any term or provision of the Purchase Agreement, the latter shall control.

6. Savings Clause. Notwithstanding anything contained herein to the contrary, the Assumed Liabilities shall not include any obligation which relates to an asset conveyed herein or in that certain Bill of Sale which, in accordance with the Purchase Agreement, was executed contemporaneous with this Assumption Agreement, which has not been transferred to Assignee because of the absence of third party consent (any such asset being referred to a "Contingent Asset" and any obligation relating thereto being referred to as a "Contingent Obligation"). However, immediately upon obtaining such consent, the Contingent Obligation to which such consent relates shall be deemed, without further action of any kind, to be an obligation included within the Assumed Liabilities except to the extent hereinafter provided. Notwithstanding the foregoing, Assignee shall fully pay and discharge any and all obligations accruing after the close of business on the date hereof with respect to those certain Contingent Obligations for which and during the period in which Assignee is receiving the benefits of the Contingent Assets relating thereto.

7. Successors and Assigns. This Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided that no party may assign, delegate, or otherwise transfer any of its obligations under this Assumption Agreement without the written consent of the other parties hereto.

8. Governing Law. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina applicable to contracts executed in and to be performed in that state without regard to its conflicts of laws provisions.

9. Waiver of Jury Trial. EACH PARTY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSUMPTION AGREEMENT OR ANY

CONTEMPLATED TRANSACTION, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

10. Counterparts. This Assumption Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement.

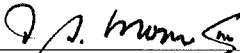
[Signature Page to Follow]

[Signature Page for Assumption Agreement]

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement effective as of the date first above written.

“ASSIGNOR”

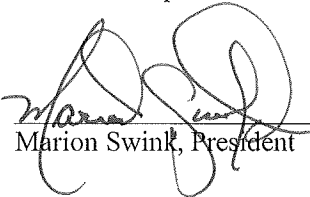
BRUCE FOODS CORPORATION
a Louisiana corporation

By: 

J. S. Brown, III, President and CEO

“ASSIGNEE”

McCALL FARMS, INC.
a South Carolina corporation

By: 


Marion Swink, President

Bruce Foods – McCall Farms
Assignment and Assumption Agreement
Signature Page

TRADEMARK
REEL: 005188 FRAME: 0600

EXHIBIT A

Registered Marks

Trademark	U.S. Reg. No.	Registration Date
<i>Bruce's</i>	3078036	Apr. 11, 2006
<i>Bruce's</i>	1265852	Jan. 31, 1984
 (BRUCE'S YAMS & design)	2564185	Apr. 23, 2002
AMERICA'S SWEET HEARTS	2507813	Nov. 13, 2001
TAYLOR'S	1853727	Sep. 13, 1994
PATSY'S PARTY	1249161	Aug. 23, 1983
PRIDE OF CAROLINA	1100316	Aug. 22, 1978
MARTINDALE	0924363	Nov. 23, 1971
THE SWEETHEART OF THE YAM	4044578	Oct. 25, 2011
BRUCE'S	Canada TMA304486	

Additional Common Law Marks

HALLWOOD
BRUCE'S

EXHIBIT B

REDACTED