## 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
Marfood USA, Inc.		01/07/2014	CORPORATION: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	Seara Alimentos Ltda.	
Street Address:	Av. Vereador Abrahao Joao Francisco	
Internal Address:	3655 - Dom Bosco	
City:	Itajal, SC	
State/Country:	BRAZIL	
Postal Code:	88307-303	
Entity Type:	limited company: BRAZIL	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85024088	SEARA
Serial Number:	85024096	SEARA
Serial Number:	85456681	SEARA
Serial Number:	85457068	SEARA
Serial Number:	85541971	SEARA TASTE IS OUR FIELD
Serial Number:	85542007	TASTE IS OUR FIELD

## **CORRESPONDENCE DATA**

**Fax Number**: 9547041588

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

via US Mail.

Phone: 954-704-1599

Email: trademarks@mayback.com

Correspondent Name: Catherine F. Hoffman

Address Line 1: 5722 So. Flamingo Road #232
Address Line 4: Fort Lauderdale, FLORIDA 33330

TRADEMARK

REEL: 005199 FRAME: 0720

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900278178

ATTORNEY DOCKET NUMBER:		MC ARAUJO/SEARA/TMS
DOMESTIC REPRES	SENTATIVE	
Name: Mayback & Hoffman, P.A.  Address Line 1: 5722 So. Flamingo Road #232  Address Line 4: Fort Lauderdale, FLORIDA 33330		
NAME OF SUBMITTE	NAME OF SUBMITTER: Catherine F. Hoffman	
Signature:		/catherine f hoffman/
Date:	Date: 01/23/2014	
_	of Trademarks signed (	. •

TRADEMARK REEL: 005199 FRAME: 0721

# ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is entered as of this 7th day of January, 2014, by and between Marfood USA, Inc., a Michigan corporation, with place at 21655 Trolley Industrial Drive Taylor Michigan 48180 (hereinafter referred to as "Assignor"), and Seara Alimentos Ltda., a Brazilian limited company, with a place of business at: Av. Vereador Abrahão João Francisco, 3655 – Dom Bosco – 88307-303 – Itajaí – SC – Brazil (hereinafter referred to as "Assignee").

WHEREAS, Assignee is successor to that portion of Assignor's ongoing and existing business to which the marks which are the object of this Assignment pertain, and Assignor and Assignee have agreed to assign certain assets of the Assignor which include, among others, the trademarks and the trademark applications listed on the attached Schedule A which are pending before the U.S. Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks, and Assignor has agreed to assign to Assignee its entire worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW THEREFORE, and incorporating all above paragraphs as part of this agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby. Assignor hereby sells, assigns, transfers and conveys to Assignee its entire worldwide right, title and interest in, to and under the Trademarks, and any associated applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademarks.

Assignor further represents and warrants that it has not transferred, assigned, hypothecated or granted a security interest in the Trademarks to any third party.

Assignor further represents and warrants that it has the full right to sell, transfer, and assign the Trademarks to Assignee, and has good and marketable title thereto, free and clear of all liens. Following this Assignment, Assignee will be the lawful owner of, and have good title to, the Trademarks, free and clear of all liens.

Further, Assignor agrees to execute and provide promptly after the execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee its

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.

**ASSIGNOR** 

Marfood (ØSA, Inc.

Name: marios Antonio mount

ASSIGNEE

Seara Alimentos, Ltda.

By:\_\_\_ Name: Title:

C. Novaes

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# SCHEDULE A

2010 April 27. 85/024,088 29 April 27. 2010 April 27. 85/024,096 29  EARA (standard character mark) October 26. 85/456,681 29 October 26. 85/457,068 29  ARA TASTE IS OUR FIELD (standard February 14, 2012 85/541,971 29 and 36	SEARA (standard character mark)	Filing Date	Application Serial No.	Int'l
2010  2010  2010  2010  2011  October 26, B5/456,681  29  October 26, B5/457,068  29  ARA TASTE IS OUR FIELD (standard February 14, 2012  STE IS OUR FIELD (standard 14, 2012)  85/541,971  29 and 36		April 27, 2010	85/024,088	29
2011 October 26, 85/457,068 29  ARA TASTE IS OUR FIELD (standard. February 14, 2012 85/541,971 29 and 36		2010	85/024,096	29
ARA TASTE IS OUR FIELD (standard February 85/541,971 29 and 36	EARA (standard character mark)	2011	85/456,681	29
TE IS OUR FIELD (standard to 14, 2012 03/541,971 29 and 36	SEARA	October 26, 2011	65/457,068	29
	TE IS OUR FIELD (AL	February 14, 2012 February	85/541,971	29 and 36

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**RECORDED: 01/23/2014**