

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NATIONALFROST, INC. | | 01/02/2014 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | SENECA FOODS CORPORATION, INC. | | |
| Street Address: | 3736 South Main Street | | |
| City: | Marion | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14505 | | |
| Entity Type: | CORPORATION: NEW YORK | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2860237 | FROZEN HARVEST | |
| Registration Number: | 3225786 | CHEF'S TRADITION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7038164100 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 703-816-4041 | | |
| Email: | nixonptomail@nixonvan.com | | |
| Correspondent Name: | Nixon & Vanderhye, PC | | |
| Address Line 1: | 901 N. Glebe Rd. | | |
| Address Line 2: | 11th Floor | | |
| Address Line 4: | Arlington, VIRGINIA 22203 | | |
| ATTORNEY DOCKET NUMBER: | 3146-298 AND 3146-299 | | |
| NAME OF SUBMITTER: | Frank P.Presta | | |
| Signature: | /Frank P. Presta/ | | |

OP \$65.00 2860237

TRADEMARK

Date:

02/03/2014

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION OF
TRADEMARKS

This Assignment and Assumption Agreement ("Agreement") is made and entered into on the day of _____, 20___, by and between NATIONALFROST, INC., a New York corporation ("Assignor"), and SENECA FOODS CORPORATION, INC., a New York corporation, and/or their assigns ("Assignee" whether one or more).

RECITALS

The parties recite and declare:

- A. Assignor has entered into an Inventory Purchase and Brokerage Arrangement Agreement dated March 13, 2013 ("Inventory Purchase Agreement") whereby certain trademarks are to be assigned by Assignor to Assignee.

AGREEMENT

WHEREAS, the Assignor is the sole and rightful owner of certain assignments for registration of "Frozen Harvest" as depicted in attached Exhibit A, federal trademark Registration No.: 2,860,237, in commerce with respect to processed frozen fruits and vegetables in Class 029, "Chef's Tradition" as depicted in attached Exhibit B, federal trademark Registration No.: 3,225,786, in commerce with respect to processed frozen fruits and vegetables in Class 029, and also has use in commerce and owns common law rights in the mark "Value Harvest", for use in connection with various vegetable and fruit products (collectively referred to as the "Trademarks"); and,

WHEREAS, the Assignee desires to acquire the Assignor's right, title, and interest in and to the said Trademarks as set forth, among other things, under the Inventory Purchase Agreement and this Agreement; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the above recitals, the terms and covenants of this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

I. ASSIGNMENT.

The Assignor does hereby, transfer and assign to the Assignee all of Assignors right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States (including, without limitation, the right to renew any Trademarks, the right to apply for Trademarks registrations within the United States based in whole or in part upon the Trademarks), the same to be held and enjoyed by the Assignee as fully and entirely as said

interest could have been held and enjoyed by Assignor had this assignment, transfer and conveyance not been made.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the Trademarks rights; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of New York.

4. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of this Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

5. INDEMNIFICATION.

Assignor hereto agrees to fully indemnify, defend, and hold the Assignee harmless from any and all costs, expenses, and fees arising from or associated with all acts of the Assignor to transfer any and all applications and registrations for the Trademarks in any and all countries. Assignor shall further assume responsibility for, and shall indemnify and hold harmless the Assignee from and against, any and all claims arising from or associated with any loss or damages asserted by any third parties against the Assignee arising from or associated with the Assignor or the Assignee fulfilling the terms of this Agreement.

6. RIGHTS OF ASSIGNEE.

Nothing in this Agreement shall affect the rights of the Assignee under the Assignment and Assumption of the Universal Product Code Numbers Agreement, between the Assignor and Assignee dated March 13, 2013.

7. GENERAL PROVISIONS.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be amended except in a writing signed by both parties. This Agreement shall be governed by the laws of the State of New York as applied to agreements entered into and performed entirely in New York between New York residents, without reference to the provisions of New York law concerning conflicts of laws. The Agreement constitutes the entire agreement between the parties respecting the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written. Each party agrees to do all acts and to sign all documents as may from time to time be reasonably required to carry out the terms and provisions and to achieve the purposes of this Agreement. Headings in this Agreement are included solely for the convenience of the parties and shall not be deemed either to amplify or to limit the meaning of any provision of this Agreement. The factual and definitional recitals and all Exhibits mentioned in this Agreement are incorporated herein and constitute a part of this Agreement. This Agreement may be executed in any number of counterparts and by electronic or similar methods, each of which shall be deemed an original, and all of which shall constitute a single agreement. No waiver of any term or condition of this Agreement will be valid or binding on a party unless agreed upon by such party in writing. The parties acknowledge that each party and its counsel have reviewed, commented on and approved this Agreement and the rule of construction that provides ambiguities within this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Time is of the essence.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date or dates indicated below.

Assignor: NATIONALFROST, INC.

Assignee: SENECA FOODS CORPORATION

By: *Thomas D. Landon*

By: _____

Its: *President*

Its: _____

Dated: *7/2/14*

Dated: _____

EXHIBIT A
FROZEN HARVEST
Registration No.: 2,860,237



Grade A
12/2.5 Lb.
CUT CORN

Prod.Code:NF195973754

DISTRIBUTED BY: NATIONAL FROST, INC.
EAST ROCHESTER, NEW YORK 14445



Grade A
1/10 Lb.
WHOLE BLACKBERRIES
Prod.Code:NF195973771

DISTRIBUTED BY: NATIONAL FROST, INC.
EAST ROCHESTER, NEW YORK 14445

EXHIBIT B

CHEF'S TRADITION

Registration No.: 3,225,786



GRADE "A"
12/2.5 LBS
CUT CORN
NF:09912124000

DISTRIBUTED BY: NATIONAL FROST, INC.
EAST ROCHESTER, N.Y. 14445

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