

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
ALLENS, INC.		02/28/2014	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	SAGER CREEK ACQUISITION CORP.
Street Address:	200 Clarendon Street
Internal Address:	c/o Sankaty Advisors, LLC,
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1384526	EAST TEXAS FAIR
Registration Number:	323089	POP-EYE
Registration Number:	206995	ROYAL PRINCE
Registration Number:	1222759	HAPPY CHEF
Registration Number:	609690	CREST TOP
Registration Number:	634953	SUGARY SAM
Registration Number:	748159	PRINCELLA
Registration Number:	921623	HAPPY CHEF
Registration Number:	830690	POPEYE
Registration Number:	787261	WAGON MASTER
Registration Number:	727305	SHELL OUTS
Registration Number:	1257728	THE ALLENS
Registration Number:	1518159	HAPPY CHEF

OP \$690.00 1384526

Registration Number:	1391213	TINY TENDER
Registration Number:	2561146	POPEYE
Registration Number:	1274455	VEG-ALL
Registration Number:	1670404	VEG-ALL
Registration Number:	866525	VEG-ALL
Registration Number:	3384097	KENTUCKY WONDER STYLE
Registration Number:	3387700	BUTTERFIELD
Registration Number:	3463240	THE ALLENS
Registration Number:	3437217	HAPPY CHEF
Registration Number:	3493373	POPEYE
Registration Number:	3473424	CREST TOP
Registration Number:	3499927	STEAMSUPREME
Registration Number:	3890644	HEART HEALTHY TO YOUR GOOD HEALTH
Registration Number:	3782976	FRYERSIDES

CORRESPONDENCE DATA

Fax Number: 6173417701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6173417729
Email: kschmidt@morganlewis.com
Correspondent Name: Katarzyna Schmidt
Address Line 1: 225 Franklin Street, 16th Floor
Address Line 2: c/o Morgan Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Schmidt
Signature:	/Katarzyna Schmidt/
Date:	02/28/2014

Total Attachments: 12

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TRADEMARK AND COPYRIGHT
ASSIGNMENT AGREEMENT

This TRADEMENT AND COPYRIGHT ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of the 28th day of February, 2014, is made by and between ALLENS, INC., an Arkansas corporation (“**Assignor**”), and SAGER CREEK ACQUISITION CORP., a Delaware corporation (“**Assignee**”). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, on October 28, 2013 Seller filed a voluntary petition for relief under the Bankruptcy Code, in the Bankruptcy Court (the “**Bankruptcy Case**”); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated February 7, 2014 pursuant to which Assignee purchased certain assets of the Assignor (the “**Asset Purchase Agreement**”); and

WHEREAS, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, the Assignee is acquiring from Assignor certain assets of the Assignor, including Assignor’s rights and benefits with respect to all trademarks and trademark applications owned by Assignor as of the date of this Assignment, each of which are set forth on Exhibit A attached hereto (the “**Marks**”), as well as all copyrights and copyright applications owned by Assignor as of the date of this Assignment, each of which are set forth on Exhibit B attached hereto (the “**Copyrights**”); and

WHEREAS, the Asset Purchase Agreement and the purchase and sale of the Acquired Assets were approved and authorized by the Bankruptcy Court pursuant to an order entered in the Bankruptcy Case on February 12, 2014 (the “**Sale Order**”); and

WHEREAS, as required by the Asset Purchase Agreement, effective as of the Closing Date, Assignor shall assign all of its right, title and interest in and to the Marks and the Copyrights, subject to the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the Asset Purchase Agreement and the Sale Order, Assignor hereby sells, assigns, transfers, and sets over its entire right, title, and interest in and to the Marks and the Copyrights, together with the goodwill of the business symbolized by the Marks and the Copyrights, the right to sue for past infringement of such Marks and the Copyrights and the registrations thereof free and clear of all Liens, Claims, Interests or Encumbrances (other than Permitted Liens).

2. Further Assurances. At any time and from time to time after the date hereof, at Assignee's request and without further consideration, Assignor promptly shall execute and deliver, and shall cause its affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Assignee may reasonably request to more effectively transfer, convey and assign to Assignee, and to confirm Assignee's title to, any or all of the Marks and the Copyrights.

3. Terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by facsimile or electronic transmission), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

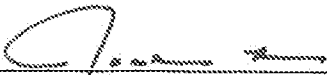
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Jurisdiction. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent as to the foregoing to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date and year first above written.

ALLENS, INC.

By: 
Name: Jonathan Hickman
Title: Chief Restructuring Officer

SAGER CREEK ACQUISITION CORP.

By: _____
Name: Steven Glick
Title: Secretary and Treasurer

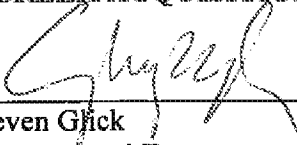
[Signature Page to Trademark and Copyright Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date and year first above written.

ALLENS, INC.

By: _____
Name:
Title:

SAGER CREEK ACQUISITION CORP.

By:  _____
Name: Steven Ghick
Title: Secretary and Treasurer

[Signature Page to Trademark and Copyright Assignment Agreement]

Exhibit A
to
Trademark Assignment Agreement
Trademarks

EXHIBIT A

U.S. Trademarks
Allens, Inc. f/k/a Allen Canning Company

Reference No.	MARK	Reg. / App. No.	Date	8&15/ Renewal/ Expiration	Status	Goods
3069-2	EAST TEXAS FAIR	1384526	02/25/1986	02/25/2016	Registered	Canned veggies
3069-3	POP-EYE	323089	04/02/1935	04/02/2015	Registered	Canned veggies
3069-9	ROYAL PRINCE	206995	12/15/1925	12/15/2015	Registered	Canned veggies
3069-13	HAPPY CHEF	1222759	01/04/1983	01/04/2023	Registered	Canned veggies
3069-19	CREST TOP	609690	07/26/1955	07/26/2015	Registered	Canned fruits & veggies
3069-26	SUGARY SAM	634953	09/25/1956	09/25/2016	Registered	Canned yams
3069-29	PRINCELLA	748159	04/16/1963	04/16/2023	Registered	Canned veggies
3069-31	HAPPY CHEF	921623	10/05/1971	10/05/2021	Registered	Canned veggies
3069-32	POPEYE	830690	06/20/1967	06/20/2017	Registered	Canned spinach
3069-35	WAGON MASTER	787261	03/23/1965	03/23/2015	Registered	Canned beans
3069-36	SHELL OUTS	727305	02/06/1962	02/06/2022	Registered	Canned veggies
3069-38	THE ALLENS	1257728	11/15/1983	11/15/2023	Registered	Canned veggies
3069-44	HAPPY CHEF	1518159	12/27/1988	12/27/2018	Registered	Canned veggies
3069-46	TINY TENDER	1391213	04/22/1986	04/22/2016	Registered	Canned peas
3069-55	POPEYE	2561146	04/16/2002	04/16/2022	Registered	Canned veggies
3069-56	VEG-ALL	1274455	04/17/1984	04/17/2014	Registered	Processed veggies
3069-57	VEG-ALL	1670404	12/31/1991	12/31/2021	Registered	Canned & frozen veggies
3069-58	VEG-ALL	866525	03/11/1969	03/11/2019	Registered	Canned & frozen veggies
3069-65	KENTUCKY WONDER STYLE	3384097	02/19/2008	02/19/2014/ 02/19/2018	Registered	Canned & frozen green beans

* All U.S. Trademarks are owned by Allens, Inc.

ALLENS, INC. F/K/A ALLEN CANNING COMPANY

Reference No.	MARK	Reg. / App. No.	Date	8&15/ Renewal/ Expiration	Status	Goods
3069-66	BUTTERFIELD	3387700	02/26/2008	02/26/2014/ 02/26/2018	Registered	Canned & frozen potato sticks
3069-67	THE ALLENS	3463240	07/08/2008	07/08/2014/ 07/08/2018	Registered	Frozen veggies
3069-68	HAPPY CHEF	3437217	05/27/2008	05/27/2014/ 05/27/2018	Registered	Frozen veggies
3069-69	POPEYE	3493373	08/26/2008	08/26/2014/ 08/26/2018	Registered	Frozen veggies
3069-71	CREST TOP	3473424	07/22/2008	07/22/2014/ 07/22/2018	Registered	Frozen veggies
3069-73	STEAM SUPREME	3499927	09/09/2008	09/09/2014/ 09/09/2018	Registered	Frozen veggies
3069-83	HEART HEALTHY TO YOUR GOOD HEALTH	3890644	12/14/2010	12/14/2016/ 12/14/2020	Registered	Canned & frozen veggies
3069-84	FRYERSIDES & Design	3782976	04/27/2010	04/27/2016/ 04/27/2020	Registered	Frozen veggies

Foreign Trademarks

Reference No.	Mark	Country	Reg. App. No.	Date	Renew Date	Status	Goods	Ownership
3069-7	POPEYE	Great Britain	560045	05/10/1935	05/10/2015	Registered	Canned fruits & veggies	Allen Canning Company
3069-10	ROYAL PRINCE	Mexico	469218	08/10/1994	07/07/2014	Registered	Canned veggies & assorted goods	Allen Canning Company
3069-12	PRINCELLA	Mexico	469217	08/10/1994	07/07/2014	Registered	Canned veggies & assorted goods	Allen Canning Company
3069-14	HAPPY CHEF & DESIGN	Mexico	474123	09/20/1994	07/07/2014	Registered	Canned veggies	Allens, Inc.
3069-18	CREST TOP	Mexico	469211	08/10/1994	07/07/2014	Registered	Canned veggies & assorted goods	Allen Foods, Inc. [†]
3069-34	WAGON MASTER	Mexico	469215	08/10/1994	07/07/2014	Registered	Canned beans	Allens, Inc.
3069-39	THE ALLENS	Mexico	469221	08/10/1994	07/07/2014	Registered	Canned veggies & assorted goods	Allen Canning Company
3069-41	JALAPINTO	Mexico	469213	08/10/1994	07/07/2014	Registered	Canned beans	Allens, Inc.
3069-43	HAPPY CHEF	Mexico	487329	04/17/1995	07/07/2014	Registered	Canned veggies	Allens, Inc.
3069-59	VEG-ALL	Cuba	8252002	10/14/2002	10/14/2012	Application Pending	Canned & frozen veggies	Allens, Inc.
3069-61	VEG-ALL	Mexico	617425	09/23/1999	06/19/2015	Registered	Canned & frozen veggies	Allen Canning Company
3069-76	STEAMSUPREME	Canada	835399	10/31/2012	10/31/2027	Registered	Frozen & processed veggies	Allens, Inc.
3069-77	STEAMSUPREME	Mexico	1069321	10/28/2008	10/10/2018	Registered	Frozen & processed veggies	Allens, Inc.
3069-81	CREST TOP &	Mexico	936665	07/07/2009	05/27/2018	Registered	Canned & frozen	Allen Foods, Inc.

[†] Allen Foods, Inc. is a fictitious name used by Allens, Inc. in Mexico.

ALLENS, INC. F/K/A ALLEN CANNING COMPANY

Reference No.	Mark	Country	Reg. App. No.	Date	Renew Date	Status	Goods	Ownership
	DESIGN						veggies	
3069-87	ALLENS	Nigeria	201204911	04/04/2012		Application Pending	Canned and frozen vegetables	Allens, Inc.
3069-90	FRESHLIKE SELECTS	Australia	1556219	05/09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-91	PRINCELLA	Botswana, Lesotho, Malawi, Namibia, Swaziland (ARIPO Treaty)		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-92	PRINCELLA	Ghana		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-93	PRINCELLA	Mozambique		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-94	PRINCELLA	Nigeria		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-95	PRINCELLA	South Africa		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-96	PRINCELLA	Zambia		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-97	PRINCELLA	Costa Rica		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-98	PRINCELLA	El Salvador		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-99	PRINCELLA	Guatemala		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-100	PRINCELLA	Honduras		09/2013		Application Pending	Canned vegetables	Allens, Inc.

ALLENS, INC. F/K/A ALLEN CANNING COMPANY

Reference No.	Mark	Country	Reg. App. No.	Date	Renew Date	Status	Goods	Ownership
3069-101	PRINCELLA	Nicaragua		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-102	PRINCELLA	China		09/2013		Application Pending	Canned vegetables	Allens, Inc.
3069-103	PRINCELLA	Japan		09/2013		Application Pending	Canned vegetables	Allens, Inc.

Exhibit B
to
Trademark Assignment Agreement
Copyrights

EXHIBIT B

U.S. Copyrights

Record Owner	Copyright	Reg. No.	Date	Expiration	Status	Description
Allen Canning Company	The Convenience of canned, the flavor of fresh: exciting new recipes from Allen Canning.	TX0001959773	04/28/1986	2081	Registered	Recipes
Allen Canning Company, Inc.	Country cousin	KK212347	1969	Unknown	Unknown	Transferred to Allens in 1979 pursuant to V1745P026
Allen Canning Company, Inc.	Wagon master beans	E839877	1964	Unknown	Unknown	Transferred to Allens in 1979 pursuant to V1745P026