

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omtron USA LLC		02/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	House of Raeford Farms, Inc.		
Street Address:	520 E. Central Avenue		
City:	Raeford		
State/Country:	NORTH CAROLINA		
Postal Code:	28376		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2187851	SPEEDY BIRD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(919) 828-2501		
Email:	kking@jordanprice.com		
Correspondent Name:	Katherine M. King		
Address Line 1:	1951 Clark Avenue		
Address Line 4:	Raleigh, NORTH CAROLINA 27605		
NAME OF SUBMITTER:	Katherine M. King		
SIGNATURE:	/Katherine M. King/		
DATE SIGNED:	07/11/2014		
Total Attachments: 3			
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OP \$40.00 2187851

SO ORDERED.

SIGNED this 13th day of February, 2014.



Catharine R Aron

UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION

In re:)	
)	
Omtron USA, LLC,)	Case No.: B-12-81931
Debtor.)	
)	

ORDER APPROVING MOTION FOR
PRIVATE SALE OF TRADEMARK

THIS MATTER came on for hearing on February 13, 2014, on proper notice, before Catharine R. Aron, United States Bankruptcy Judge for the Middle District of North Carolina, upon Motion for Approval of Private Sale of Trademark filed herein by the Trustee on December 30, 2013 (the "Motion") [*docket number 693*]. In the Motion the Trustee sought authority to the trademark "SPEEDY BIRD" (the "Trademark") to House of Raeford Farms, Inc. ("Buyers") for the sum of \$6,250.00. No objections were filed or brought forward at the hearing for the Motion.

Having considered the matter, it appears to the Court that the sale of the Trademark as proposed by the Trustee is in the best interest of the estate and should be approved.

Accordingly, based on the foregoing and for other good and sufficient cause shown, it is

ORDERED, ADJUDGED and DECREED that the Trustee's Motion is granted and Trustee is authorized to sell all right, title and interest of the Trustee and the bankruptcy estate in and to the Trademark "SPEEDY BIRD" to House of Raeford Farms, Inc., for \$6,250.00.

- END OF DOCUMENT -

TRADEMARK SALE AND PURCHASE AGREEMENT

A TRADEMARK SALE AND PURCHASE AGREEMENT (the "Agreement") dated this the 14th day of February, 2013, by and between OMRON USA LLC, dba Townsends, a limited liability company organized and existing under the laws of the State of Delaware and having its business office located at 380 Knollwood Street, Suite 700, Winston-Salem, North Carolina, 27103 (the "Seller"); and House of Raeford Farms, Inc., a corporation organized and existing under the laws of the State of North Carolina and having a business office at 520 E. Central Ave., Raeford, North Carolina 28376, (the "Purchaser").

WHEREAS, Seller is the owner of record of the word trademark SPEEDY BIRD (the "Trademark") which mark is registered on the Principal Register in the United States Patent and Trademark Office for poultry, Registration Number 2187851, dated September 8, 1998; and

WHEREAS, Purchaser has expressed its desire to acquire the Trademark and the registration thereof from Seller and Seller has agreed to sell the Trademark and assign the registration thereof to Purchaser pursuant to the terms and conditions set forth in this Agreement.

1. Sale and Purchase. For and in consideration of the sum of Six Thousand Two Hundred and Fifty and No/100 Dollars (\$6,250.00), paid by Purchaser to Seller simultaneously with the execution and delivery of this Agreement (the "Purchase Price"), Seller hereby sells, assigns, conveys and transfers to Purchaser all Seller's rights, title and interest in and to the Trademark in the United States and the registration thereof existing in the United States Patent and Trademark Office.

2. Documentation. The sale and assignment of the Trademark and the registration thereof shall be evidenced by an "Assignment of Trademark" document substantially in the form attached to this Agreement as Exhibit 1. Seller agrees that this Assignment of Trademark may be recorded by Purchaser in the United States Patent and Trademark Office.

3. No Representation or Warranty. SELLER MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER AFFECTING THE TRADEMARK OR THE REGISTRATION THEREOF, INCLUDING, WITHOUT LIMITATION, THE VALIDITY OF THE TRADEMARK AND THE REGISTRATION THEREOF OR THE PRESENCE OR ABSENCE OF ANY SECURITY INTERESTS, LIENS OR OTHER ENCUMBRANCES OF ANY TYPE OR DESCRIPTION, WHETHER NOW ATTACHED OR CAPABLE OF ATTACHMENT.

4. General. This Agreement (i) may be executed in two counterparts each of which shall be deemed an original, but both of which shall constitute one and the same instrument; (ii) shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns; and (iii) shall be construed and enforced in accordance with and governed by the laws of the State of North Carolina, without regard to its conflicts or choice of laws principles.

IN WITNESS WHEREOF, Seller and Purchaser each have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

C. Edwin Allman, III, Chapter 11 Trustee for
OMTRON USA LLC, dba Townsends (the "Seller")

By: 

HOUSE OF RAEFORD FARMS, INC. (the "Purchaser")

By: 