# **SH \$65.00 276017**

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM316353

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Perdue Foods LLC		08/16/2014	LIMITED LIABILITY COMPANY: MARYLAND

### **RECEIVING PARTY DATA**

Name:	Cobb-Vantress, Inc.	
Street Address:	4703 Highway 412	
City:	Siloam Springs	
State/Country:	ARKANSAS	
Postal Code:	72761	
Entity Type:	CORPORATION: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2760174	HERITAGE	
Registration Number:	2770206	HERITAGE	

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** jenna.johnston@tyson.com

Correspondent Name: Jenna R. Johnston

Address Line 1: 2200 Don Tyson Parkway

Address Line 4: Springdale, ARKANSAS 72762

NAME OF SUBMITTER:Nathan HodneSIGNATURE:/nathan hodne/DATE SIGNED:09/08/2014

**Total Attachments: 3** 

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> TRADEMARK REEL: 005358 FRAME: 0849

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### TRADEMARK ASSIGNMENT

WHEREAS, Perdue Foods LLC, a Maryland limited liability company having an office and place of business at 31149 Old Ocean City Road, Salisbury, MD 21804 (hereinafter referred to as "Assignor"), has adopted and is using the Marks set forth in Schedule 1 hereof (collectively, the "Marks"); and

WHEREAS, Cobb-Vantress, Inc., a Delaware corporation having a business address at 4703 Highway 412, Siloam Springs, AR 72761 (hereinafter referred to as "Assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, Assignor has agreed in the Asset Purchase Agreement dated as of even date herewith (the "Agreement") to sell, assign and transfer all of its right, title, and interest in certain intellectual property related to the Acquired Assets to Assignee for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title, and interest in and to the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in Schedule I hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth; and

AND FOR THE SAME CONSIDERATION, Assignor hereby irrevocably authorizes, empowers and directs the United States Patent and Trademark Office, its commissioner and other offices, as well as any other applicable governmental authority to record Assignee or its designee as the owner and/or applicant, as the case may be, of each Mark.

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[Signature page follows]

TRADEMARK
REEL: 005358 FRAME: 0850

IN WITNESS WHEREOF, this Trademark Assignment is hereby executed as of the 16th day of August, 2014.

PERDUE FOODS LLC

Title: SECRETARY

United States of America

On this 14 day of August, 2014, before me personally came Herby Freul, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged

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**TRADEMARK REEL: 005358 FRAME: 0851** 

# Schedule 1

Mark	Appl. No.	Reg. No.	Status
HERITAGE	76-432024	2,760,174	Registered
HERITAGE & DESIGN	76-446812	2,770,206	Registered

**RECORDED: 09/08/2014** 

TRADEMARK REEL: 005358 FRAME: 0852