

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BELOVO S.A.		09/03/2014	CORPORATION: BELGIUM
RECEIVING PARTY DATA			
Name:	Rose Acre Farms, Inc.		
Street Address:	6874 North Base Road, P.O. Box 1250		
City:	Seymour		
State/Country:	INDIANA		
Postal Code:	47274-3850		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85335340	CHRISTOPHER ALL NATURAL EGGS	
CORRESPONDENCE DATA			
Fax Number:	3175925453		
<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:	317-236-5882		
Email:	ipdocket@icemiller.com		
Correspondent Name:	Holiday W. Banta		
Address Line 1:	Ice Miller LLP, One American Square		
Address Line 2:	Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	T06222-US-00 (32413.0051)		
NAME OF SUBMITTER:	Holiday W. Banta		
SIGNATURE:	/Holiday W. Banta/		
DATE SIGNED:	09/23/2014		
Total Attachments: 3			
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EXHIBIT A TO AGREEMENT REGARDING PURCHASE OF U.S. PATENT NUMBER 7,572,475
FROM BELOVO, S.A.

ASSIGNMENT

1. DEFINITIONS

1.1 **ASSIGNOR** means the party identified in the assignor signature section at the bottom of this assignment.

1.2 **ASSIGNEE** means Rose Acre Farms, Inc., a corporation of Indiana having a principal place of business at 6874 North Base Road, P.O. Box 1250, Seymour, IN 47274-3850, as well as its successors and/or assigns.

1.3 **PATENT** means U.S. Patent No. 7,572,475 issued on August 11, 2009 and titled EGGS WITH BALANCED LIPID COMPOSITION.

1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT and/or any invention disclosure material associated with the PATENT.

1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:

a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;

b. claiming directly or indirectly priority to and/or from the PATENT, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or

c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.

1.6 **RELATED INTELLECTUAL PROPERTY** includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT, and/or RELATED PATENT CASES.

1.7 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.8 **GEOGRAPHIC SCOPE** means the United States of America.

1.9 **EFFECTIVE DATE** means the earlier of the conception date of the INVENTION, the filing date of the PATENT, the filing date of the RELATED PATENT CASES, and/or the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

2.1 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

2.2 **Intellectual Property.** The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.3 **Future Improvements.** The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

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FROM BELOVO, S.A.

2.4 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT and the RELATED PATENT CASES.

2.5 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

2.6 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.7 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

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5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

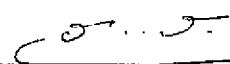
6. MISCELLANEOUS

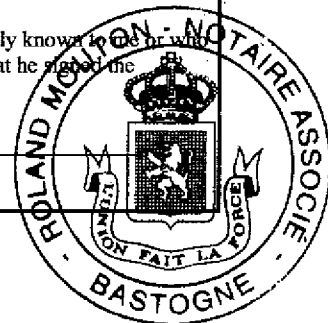
6.1 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Indiana in connection with any dispute arising under the assignment.


6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

ASSIGNOR SIGNATURE	
IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.	
Signature: _____	Date: <u>September 3, 2014</u>
Printed Name and Address: <u>Marc Weissberg, Belovo S.A., Zoning Industriel 1, Rue de la Fagne 6TH, 43, B-6600 Bastogne, BELGIUM (a Belgian citizen)</u>	
STATE OF _____)) ss:
COUNTY OF _____)	
On this <u>03</u> day of <u>september</u> , 2014, there appeared before me Marc Weissberg, personally known to me or who proved to me his identification, who stated that he is Chief Executive Officer of Belovo S.A.; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.	
My Commission Expires: _____	 NOTARY PUBLIC



Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.



 Marcus D. Rust
 Chief Executive Officer
 Rose Acre Farms, Inc.
 Date: 17th day of September, 2014.