

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellogg North America Company		09/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Atlantic Natural Foods, LLC		
Street Address:	110 Industry Court		
City:	Nashville		
State/Country:	NORTH CAROLINA		
Postal Code:	27856		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86338654	DICED CHIK	
Serial Number:	86338644	PRIME STAKES	
Serial Number:	86338660	SUPER-LINKS	
Registration Number:	4205749	CHOPLETS	
Registration Number:	3974437	FRICHIK	
Registration Number:	1685852	MULTIGRAIN CUTLETS	
Registration Number:	0297905	SAUCETTES	
Registration Number:	2545111	VEGETABLE SKALLOPS	
Registration Number:	0905945	VEGETABLE SKALLOPS	
Registration Number:	3484756	VEJA-LINKS	
Registration Number:	3481200	LOMA LINDA	
Registration Number:	1079971	LOMA LINDA LINKETTS	
Registration Number:	1049152	LOMA LINDA REDI-BURGER	
Registration Number:	1050845	LOMA LINDA TENDER ROUNDS	
Registration Number:	1048655	VEGE-BURGER	
CORRESPONDENCE DATA			
Fax Number:	2253820232		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 225-381-7000
Email: wdelaune@bakerdonelson.com
Correspondent Name: Warner J Delaune
Address Line 1: 450 Laurel Street
Address Line 2: Chase North Tower, FL 20
Address Line 4: BATON ROUGE, LOUISIANA 70801

ATTORNEY DOCKET NUMBER:	2900451-3
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NAME OF SUBMITTER:	Warner J. Delaune
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SIGNATURE:	/Warner J. Delaune/
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DATE SIGNED:	01/30/2015
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement together with the attached Exhibit A (collectively, the "Agreement") is made by and between Kellogg North America Company, a Delaware corporation with an address at P.O. Box 3599, One Kellogg Square, Battle Creek, Michigan 49016, and its successors and assigns ("Assignor") and Atlantic Natural Foods, LLC, a Delaware limited liability company with its principle place of business at 110 Industry Court, Nashville, North Carolina ("Assignee"). This Agreement is effective as of the 26th day of September, 2014 ("Effective Date"). Assignor and Assignee are individually referred to herein each as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the transferred Trademarks set forth on Exhibit A attached hereto (the "Transferred Trademarks"), together with the goodwill of the business connected with and symbolized by the Transferred Trademarks.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all of its right, title and interest in and to the Transferred Trademarks together with the goodwill associated therewith (including the right to renew any registrations in the Transferred Trademarks), the right to recover damages and profits and all other remedies for past infringements, and all other rights, privileges and benefits contained therein and pertaining thereto. The Parties have separately agreed on the purchase price for the Transferred Trademarks.

2. Assignor hereby covenants that, from time to time after the delivery of this instrument, at Assignee's request, Assignor shall do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered such further acts, conveyances, transfers and assignments as Assignee may reasonably require to convey, transfer to and vest in Assignee, and to put Assignee in possession of, any of the Transferred Trademarks.

3. Assignee shall be responsible for, and shall pay all expenses involved in notarization, authentication, legalization and/or consularization of the signatures of Assignee's representatives on the individual trademark assignment documents, by country, and recording such assignment documents with the appropriate Governmental Authorities. Assignor shall provide draft assignments documents, by country, at Assignee's expense, for approval by Assignee. Assignor shall be responsible for, and shall pay all expenses involved in notarization, authentication, legalization and/or consularization of the signatures of Assignor's representatives on the individual trademark assignment documents regarding the Transferred Trademarks, by country.

4. The only representations and warranties being made with respect to the Transferred Trademarks are those set forth in the Asset Purchase Agreement entered into by the Parties on August 28, 2014.

5. This Agreement shall be binding on and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. Nothing in this Agreement shall be deemed to create or imply any right or benefit in any person other than Assignor or Assignee.

6. This Agreement shall be governed in all respects by the law of the State of Delaware (USA), and shall be subject to the exclusive jurisdiction of the courts of Delaware (USA).

7. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manners and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers in two (2) counterparts, as of the day first written above.

ASSIGNOR:

ASSIGNEE:

KELLOGG NORTH AMERICAN COMPANY

ATLANTIC NATURAL FOODS, LLC

By: 

By: _____

Name: Michael J Libbina

Name: _____

Date: 9-26-14

Date: _____

5. This Agreement shall be binding on and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. Nothing in this Agreement shall be deemed to create or imply any right or benefit in any person other than Assignor or Assignee.

6. This Agreement shall be governed in all respects by the law of the State of Delaware (USA), and shall be subject to the exclusive jurisdiction of the courts of Delaware (USA).

7. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manners and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers in two (2) counterparts, as of the day first written above.

ASSIGNOR:

KELLOGG NORTH AMERICAN COMPANY


By: _____

Name: _____

Date: _____

ASSIGNEE:

ATLANTIC NATURAL FOODS, LLC

By:  _____

Name: J. Douglas Hines

Date: Sept. 26, 2014

EXHIBIT A – TRANSFERRED TRADEMARKS

JURISDICTION	MARK	APPLICATION/ REGISTRATION NUMBER	INTERNATIONAL CLASS; STATUS
Canada	SAUCETTES (Stylized) SAUCETTES	TMA519095	N/A - No classification system in Canada
U.S.A.	CHOPLETS	4205749	Class 29
U.S.A.	FRICHIK	3974437	Class 29
U.S.A.	MULTIGRAIN CUTLETS	1685852	Class 29
U.S.A.	SAUCETTES (Stylized) SAUCETTES	297905	Class 29
U.S.A.	VEGETABLE SKALLOPS	2,545,111	Class 29
U.S.A.	VEGETABLE SKALLOPS (Stylized) <i>Vegetable</i> Skallops	905,945	Class 29
U.S.A.	VEJA-LINKS	3,484,756	Class 29
U.S.A.	DICED CHIK	86338654	Class 29
U.S.A.	PRIME STAKES	86338644	Class 29
U.S.A.	SUPER-LINKS	86338660	Class 29
Canada	LOMA LINDA	TMA354836	Registered
Canada	LOMA LINDA	TMA508417	Lapsed
Canada	LOMA LINDA LINKETTS (Stylized) <i>Loma Linda</i> LINKETTS	TMA505218	Lapsed

Canada	LOMA LINDA REDI-BURGER (Stylized) <i>Loma Linda</i> REDI-BURGER	TMA505137	Lapsed
European Union	LOMA LINDA	647073	29, 30
U.S.A.	LOMA LINDA	3,481,200	29
U.S.A.	LOMA LINDA LINKETTS (Stylized) <i>Loma Linda</i> LINKETTS	1,079,971	29
U.S.A.	LOMA LINDA REDI-BURGER (Stylized) <i>Loma Linda</i> REDI-BURGER	1,049,152	29
U.S.A.	LOMA LINDA TENDER ROUNDS (Stylized) <i>Loma Linda</i> TENDER ROUNDS	1,050,845	30
U.S.A.	VEGE-BURGER	1,048,655	29

COMMON LAW TRADEMARKS

LINKETTS (U.S.A.)

REDI-BURGER (U.S.A.)

TENDER ROUNDS (U.S.A.)

KAFFREE ROMA (U.S.A.)

NATURAL TOUCH (U.S.A.)

SAUCETTES (non-stylized) (U.S.A.)