

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAGER CREEK VEGETABLE COMPANY		03/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VEGETABLE ACQUISITION CORP.		
Street Address:	c/o Del Monte Foods, Inc.		
Internal Address:	One Maritime Plaza, P.O. Box 7112		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94120-7112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	1384526	EAST TEXAS FAIR	
Registration Number:	0323089	POP-EYE	
Registration Number:	0206995	ROYAL PRINCE	
Registration Number:	1222759	HAPPY CHEF	
Registration Number:	0609690	CREST TOP	
Registration Number:	0634953	SUGARY SAM	
Registration Number:	0748159	PRINCELLA	
Registration Number:	0921623	HAPPY CHEF	
Registration Number:	0830690	POPEYE	
Registration Number:	0787261	WAGON MASTER	
Registration Number:	0727305	SHELL OUTS	
Registration Number:	1257728	THE ALLENS	
Registration Number:	1518159	HAPPY CHEF	
Registration Number:	1391213	TINY TENDER	
Registration Number:	2561146	POPEYE	
Registration Number:	1274455	VEG-ALL	
Registration Number:	1670404	VEG-ALL	
Registration Number:	0866525	VEG-ALL	
TRADEMARK			

OP \$715.00 1384526

Property Type	Number	Word Mark
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
Serial Number:	86436621	WHISKEY HOLLOW

CORRESPONDENCE DATA

Fax Number: 2159814750

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.

Phone: 2159814000

Email: rizzosd@pepperlaw.com

Correspondent Name: Pepper Hamilton LLP

Address Line 1: 3000 Two Logan Square

Address Line 2: Eighteenth and Arch Streets

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	142874.00002
NAME OF SUBMITTER:	Samantha Rizzo
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	03/12/2015

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Trademark Assignment*"), dated March 10, 2015, is entered into by and between Sager Creek Vegetable Company, a Delaware corporation and successor-in-interest to Allen Canning Company Inc., Allens Inc., and Allen Foods Inc. ("*SCVC*"), and those subsidiaries of Assignor who are signatories to the Purchase Agreement (as defined below) (the "*Subsidiaries*"), and together with SCVC, "*Assignor*"), and Vegetable Acquisition Corp., a Delaware corporation ("*Assignee*").

BACKGROUND

Pursuant to that certain Asset Purchase Agreement, dated March 3, 2015, by and among SCVC, the Subsidiaries, Assignee and Del Monte Foods, Inc. (solely for the purpose of guarantying certain obligations of Assignee thereunder) (the "*Purchase Agreement*"), Assignor has agreed to sell, convey, transfer, and irrevocably assign and deliver to Assignee its entire right, title and interest in, to and under all of the trademarks owned by Assignor and related to the Business, as well as the trademark rights licensed by Assignor and related to the Business, including, without limitation, the Trademarks set forth on Schedule 1 attached hereto (collectively, the "*Acquired Trademarks*").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to Assignee, free and clear of all Liens (except for Permitted Liens), all of Assignor's right, title and interest in, to and under the Acquired Trademarks, including, but not limited to trademark rights, including trademarks, trademark applications and registrations, trade names, corporate and company names, service marks, service mark applications and registrations, URL addresses and URL address applications, logos, slogans and all goodwill associated with the foregoing included in the Acquired Trademarks, and further including any and all (i) renewal rights in respect of the Acquired Trademarks, (ii) rights to obtain registrations of the Acquired Trademarks in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignor shall execute any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Trademarks.

3. This Trademark Assignment, the Purchase Agreement and the Ancillary Agreements contain the entire agreement of the parties hereto with respect to the subject matter of this Trademark Assignment.

4. Neither the making nor the acceptance of this Trademark Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Trademarks shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by

Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

5. This Trademark Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Trademark Assignment.

6. This Trademark Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

7. This Trademark Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of New York.

7. If any provision of this Trademark Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and any rules of construction set forth in the Purchase Agreement shall apply to this Trademark Assignment.

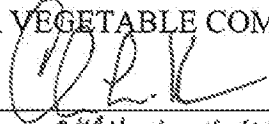
9. This Trademark Assignment may be executed in two (2) counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

(Signature pages follow)


IN WITNESS WHEREOF, each of the parties hereto have hereunto caused this Trademark Assignment to be duly executed on the date first above written.

ASSIGNOR:


SAGER CREEK VEGETABLE COMPANY

By: 
Name: CHRIS L. KISER
Title: CEO


1121 EAST JEFFERSON STREET HOLDINGS LLC

By: Sager Creek Vegetable Company,
Its Sole Member
By: 
Chris Kiser,
President & Chief Executive Officer


1208 VIRGINIA STREET HOLDINGS LLC

By: Sager Creek Vegetable Company,
Its Sole Member
By: 
Chris Kiser,
President & Chief Executive Officer

407 FAYETTEVILLE AVENUE HOLDINGS LLC

By: Sager Creek Vegetable Company,
Its Sole Member
By: 
Chris Kiser,
President & Chief Executive Officer

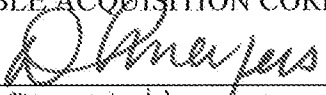
501 GUIDRY STREET HOLDINGS LLC

By: Sager Creek Vegetable Company,
Its Sole Member
By: 
Chris Kiser,
President & Chief Executive Officer

IN WITNESS WHEREOF, each of the parties hereto have hereunto caused this Trademark Assignment to be duly executed on the date first above written.

ASSIGNEE:

VEGETABLE ACQUISITION CORP.

By: 
Name: David Magers
Title: CEO

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

U.S. Trademarks

MARK¹	Country	Reg. / App. No.	Date	8&15/ Renewal/ Expiration	Status	Current Owner
EAST TEXAS FAIR	US	1384526	02/25/1986	02/25/2016	Registered	Sager Creek Vegetable Company
POP-EYE	US	0323089	04/02/1935	04/02/2015	Registered	Sager Creek Vegetable Company
ROYAL PRINCE	US	0206995	12/15/1925	12/15/2015	Registered	Sager Creek Vegetable Company
HAPPY CHEF	US	1222759	01/04/1983	01/04/2023	Registered	Sager Creek Vegetable Company
CREST TOP	US	0609690	07/26/1955	07/26/2015	Registered	Sager Creek Vegetable Company
SUGARY SAM	US	0634953	09/25/1956	09/25/2016	Registered	Sager Creek Vegetable Company
PRINCELLA	US	0748159	04/16/1963	04/16/2023	Registered	Sager Creek Vegetable Company
HAPPY CHEF	US	0921623	10/05/1971	10/05/2021	Registered	Sager Creek Vegetable Company
POPEYE	US	0830690	06/20/1967	06/20/2017	Registered	Sager Creek Vegetable Company
WAGON MASTER	US	0787261	03/23/1965	03/23/2015	Registered	Sager Creek Vegetable Company
SHELL OUTS	US	0727305	02/06/1962	02/06/2022	Registered	Sager Creek Vegetable Company
THE ALLENS	US	1257728	11/15/1983	11/15/2023	Registered	Sager Creek Vegetable Company
HAPPY CHEF	US	1518159	12/27/1988	12/27/2018	Registered	Sager Creek Vegetable Company
TINY TENDER	US	1391213	04/22/1986	04/22/2016	Registered	Sager Creek Vegetable Company
POPEYE	US	2561146	04/16/2002	04/16/2022	Registered	Sager Creek Vegetable Company
VEG-ALL	US	1274455	04/17/1984	04/17/2024	Registered	Sager Creek Vegetable Company
VEG-ALL	US	1670404	12/31/1991	12/31/2021	Registered	Sager Creek Vegetable Company
VEG-ALL	US	0866525	03/11/1969	03/11/2019	Registered	Sager Creek Vegetable Company
KENTUCKY WONDER STYLE	US	3384097	02/19/2008	02/19/2018	Registered	Sager Creek Vegetable Company
BUTTERFIELD	US	3387700	02/26/2008	02/26/2018	Registered	Sager Creek Vegetable Company
THE ALLENS	US	3463240	07/08/2008	07/08/2018	Registered	Sager Creek Vegetable Company

[Schedule 1 to Trademark Assignment Agreement]

MARK ¹	Country	Reg. / App. No.	Date	8&15/ Renewal/ Expiration	Status	Current Owner
HAPPY CHEF	US	3437217	05/27/2008	05/27/2018	Registered	Allens, Inc.
POPEYE	US	3493373	08/26/2008	08/26/2018	Registered	Sager Creek Vegetable Company
CREST TOP	US	3473424	07/22/2008	07/22/2018	Registered	Sager Creek Vegetable Company
STEAMSUPREME	US	3499927	09/09/2008	09/09/2018	Registered	Sager Creek Vegetable Company
HEART HEALTHY TO YOUR GOOD HEALTH	US	3890644	12/14/2010	12/14/2016/ 12/14/2020	Registered	Sager Creek Vegetable Company
FRYERSIDES & Design	US	3782976	04/27/2010	04/27/2016/ 04/27/2020	Registered	Sager Creek Vegetable Company
WHISKEY HOLLOW	US	86436621	2/23/15		Approved	Sager Creek Vegetable Company

Foreign Trademarks

Mark	Country	Reg./ App. No.	Date	Renew Date	Status	Ownership
POPEYE	Great Britain	560045	05/10/1935	05/10/2015	Registered	Allen Canning Company
ROYAL PRINCE	Mexico	469218	08/10/1994	07/07/2024	Registered	Allen Canning Company
PRINCELLA	Mexico	469217	08/10/1994	07/07/2024	Registered	Allen Canning Company
CREST TOP	Mexico	469211	08/10/1994	07/07/2024	Registered	Allen Foods, Inc.*
THE ALLENS	Mexico	469221	08/10/1994	07/07/2024	Registered	Allen Canning Company
VEG-ALL	Mexico	617425	09/23/1999	06/19/2015	Registered	Allen Canning Company
STEAMSUPREME	Canada	835399	10/31/2012	10/31/2027	Registered	Allens, Inc.
STEAMSUPREME	Mexico	1069321	10/28/2008	10/10/2018	Registered	Allens, Inc.
CHILL-RIPE	Canada	670434	08/18/2006	08/18/2021	Registered	Allens, Inc.
CREST TOP & DESIGN	Mexico	936665	07/07/2009	05/27/2018	Registered	Allen Foods, Inc.
ALLENS	Nigeria	F/TM/2012/04911	04/04/2012	04/04/2019	Filed	Allens, Inc.
FRESHLIKE SELECTS	Australia	1556219	05/09/2013	05/09/2023	Filed	Allens, Inc.
PRINCELLA	Botswana, Lesotho, Malawi, Namibia, Swaziland (ARIPO Treaty)		09/2013		Application Pending	Allens, Inc.
PRINCELLA	Ghana	1997/13	09/16/2013		Filed	Allens, Inc.
PRINCELLA	Mozambique	24714/2013	10/15/2013		Filed	Allens, Inc.
PRINCELLA	Nigeria		2013		Application Pending	Allens, Inc.
PRINCELLA	South Africa	2013/25521	09/13/2013		Filed	Allens, Inc.
PRINCELLA	Zambia	971/2013	09/16/2013		Filed	Allens, Inc.
PRINCELLA	Costa Rica	2013-0010130	09/2013		Filed	Allens, Inc.

Mark	Country	Reg./ App. No.	Date	Renew Date	Status	Ownership
PRINCELLA	El Salvador	E-130301-13	09/23/2013		Filed	Allens, Inc.
PRINCELLA	Guatemala		09/2013		Application Pending	Allens, Inc.
PRINCELLA	Honduras		09/2013		Application Pending	Allens, Inc.
PRINCELLA	Nicaragua		09/2013		Application Pending	Allens, Inc.
PRINCELLA	China	14129997	03/03/2014		Filed	Allens, Inc.
PRINCELLA	Japan	5648054	09/18/2013	2/7/2024	Registered	Allens, Inc.