

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM335382

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Mills, LLC		12/11/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b> LIMITED LIABILITY COMPANY			
<b>Name:</b>	Malt-O-Meal Company		
<b>Street Address:</b>	20802 Kensington Blvd.		
<b>City:</b>	Lakeville		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55044		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1898243	FARINA CREAMY HOT WHEAT CEREAL	
<b>Registration Number:</b>	1926613	FARINA MILLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>			
<b>Phone:</b>	612.332.5300		
<b>Email:</b>	Istrom@merchantgould.com		
<b>Correspondent Name:</b>	Merchant & Gould P.C.		
<b>Address Line 1:</b>	PO Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	947.405US01		
<b>NAME OF SUBMITTER:</b>	John A. Clifford		
<b>SIGNATURE:</b>	/John A. Clifford/		
<b>DATE SIGNED:</b>	03/17/2015		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated as of December 11, 2009 (the "Assignment"), is made by U.S. Mills, LLC, a Delaware limited liability company ("Assignor") to Malt-O-Meal Company, a Minnesota corporation ("Assignee").

WHEREAS, Assignor, Assignee and SIG Strategic Investments, LLLP are parties to an Asset Purchase Agreement, dated as of December 11, 2009 (the "Purchase Agreement");

WHEREAS, Assignor has registered the trademarks listed on Exhibit A attached hereto, and has common law rights in the trademarks and product names listed on Exhibit B attached hereto (collectively, the "Trademarks");

WHEREAS, Assignor has agreed pursuant to the Purchase Agreement to sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all registrations and applications for registrations therefor, and the goodwill associated with the Trademarks as part of the Farina Business including all assets relating to the Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Assignor has executed a Bill of Sale, Conveyance, Assignment and Transfer in favor of Assignee dated as of December 11, 2009; and

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreement:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Trademarks, including all registrations and applications for registrations therefor, and all of Assignor's right to sue for and collect damages, profits and other relief for any past, present and future infringement and dilution thereof, and the goodwill associated with the use of and symbolized by the Trademarks as part of the Farina Business including all assets relating to the Trademarks.
2. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademarks in Assignee and/or to carry out the intent of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

U.S. MILLS, LLC

By: \_\_\_\_\_  
Name: Scott Feldman  
Title: manager

(SEAL)

STATE OF Pennsylvania  
) SS.  
COUNTY OF Montgomery

On December 14, 2009, before me Celeste A. Stellabott, a Notary Public, personally appeared Scott Feldman, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he (she) executed the same in his (her) authorized capacity, and that by his (her) signature on the instrument the person or the entity upon behalf of which he (she) acted, executed this instrument.

WITNESS my hand and official seal

Celeste A. Stellabott  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Celeste A. Stellabott, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires Feb. 24, 2013  
Member, Pennsylvania Association of Notaries

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 005480 FRAME: 0558

EXHIBIT A

REGISTERED, PENDING and FORMERLY REGISTERED MARKS


Trademark	Serial/ Registration Number	Application/ Registration Date
Farina Creamy Hot Wheat Cereal and Banner Design 	1,898,243	6/6/1995
FARINA MILLS	1,926,613	10/10/1995

EXHIBIT B

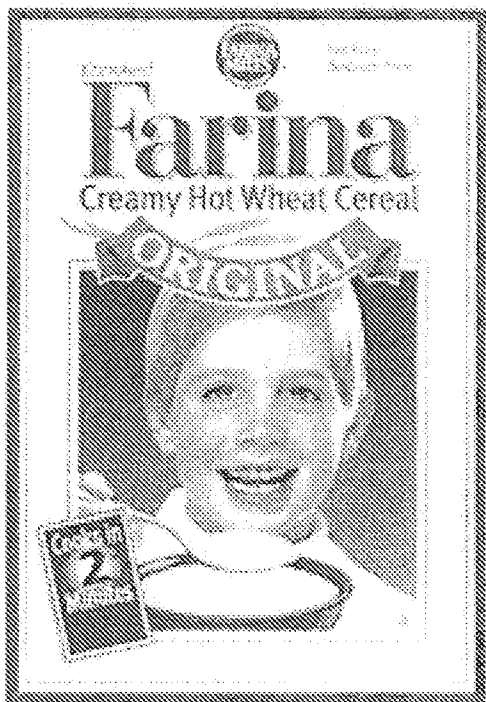
COMMON LAW MARKS

FARINA

Farina Mills and Circle Wheat Design



Farina Cereal Box Design



Farina Cereal de Harina de Trigo, Caliente y Cremoso and Banner Design

