

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stratas Food LLC		06/04/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ACH Jupiter LLC		
Street Address:	7171 Goodlett Farms Parkway		
City:	Cordova		
State/Country:	TENNESSEE		
Postal Code:	38016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1319605	RICHTEX	
CORRESPONDENCE DATA			
Fax Number:	614.464173		
<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:	614.559.7282		
Email:	trademarks@fbtlaw.com, squimby@fbtlaw.com, kcomella@fbtlaw.com, sross@fbtlaw.com		
Correspondent Name:	Samantha M. Quimby		
Address Line 1:	10 West Broad Street, Suite 2300		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Samantha M. Quimby		
SIGNATURE:	/samantha m quimby/		
DATE SIGNED:	07/17/2015		
Total Attachments: 3			
source=Richtex Assignment Stratas to ACH Jupiter#page1.tif			
source=Richtex Assignment Stratas to ACH Jupiter#page2.tif			
source=Richtex Assignment Stratas to ACH Jupiter#page3.tif			

OP \$40.00 1319605

**RICHTEX® TRADEMARK ASSIGNMENT
BETWEEN
STRATAS FOODS LLC AND ACH JUPITER LLC**

This Richtex® Trademark Assignment ("Agreement") is between **STRATAS FOODS LLC**, a Delaware limited liability company ("Stratas") and **ACH JUPITER LLC**, a Delaware limited liability company ("Company") and shall be effective as of June 4, 2009 (the "Effective Date").

WHEREAS, Stratas and Company, entered into a Trademark and Domain Name Assignment effective as of October 25, 2008 ("TM Assignment") whereby ACH Jupiter assigned certain trademarks and domain names to Stratas;

WHEREAS, one of the trademarks assigned to Stratas under the Trademark Assignment was the Richtex® trademark for use in the non-dairy creamer class, United States Patent and Trademark Office Registration No. 1,319,605 ("Trademark");

WHEREAS, Stratas is prohibited by the Joint Venture Agreement by and among Stratas, Company, ACH Food Companies, Inc., Associated British Foods, plc and Archer-Daniels-Midland Company effective as of October 25, 2008 ("JVA") from conducting the non-dairy creamer business;

WHEREAS, the Trademark was assigned to Stratas in error;

WHEREAS, the parties desire to correct the error by having Stratas assign the Trademark back to Company;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein will have the meanings given such terms in the TM Assignment or the JVA.
2. Trademark Assignment. Stratas hereby grants, assigns, transfers, and conveys to Company at no cost, all right, title and interest in and to the Trademark and the goodwill associated therewith. Notwithstanding anything contained herein, Stratas shall continue to own all right, title and interest in and to the Richtex® trademarks for use in the vegetable oils and shortening made from vegetable and animal fats registered with the U.S. Patent and Trademark Office bearing Registration Nos. 1,104,872 and 340,658, subject to the use restrictions set forth in the TM Assignment.
3. Further Documentation. Each party shall execute, acknowledge, and deliver to the other party, or shall cause the execution, acknowledgment, and delivery to the other party of such further documents and instruments as either party shall deem necessary to effect the intent and purpose of this Agreement.
4. Miscellaneous.
 - 4.1. Waiver. The waiver by a party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances.

4.2. Governing Law. This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement, shall be governed by the laws of Delaware, without regard to its conflicts of law principles.

4.3. Notices. All notices required or permitted to be given under this Agreement shall be effective when given in writing, with reference to this Agreement and when (a) delivered personally; (b) sent by confirmed email or facsimile, (c) five days after having been sent by United States mail, registered or certified, return receipt requested, postage prepaid; or (d) two days after deposit with a commercial overnight carrier, with written verification of receipt. All communications shall be sent to the applicable party's address set forth below or to such other address as may be designated by written notice.

To Stratas: Stratas Foods LLC
 1610 Century Center Parkway
 Memphis, TN 38134
 Attention: Corporate Counsel

To Company: ACH Jupiter LLC
 7171 Goodlett Farms Parkway
 Cordova, TN 38016
 Attn: General Counsel

4.4. Entire Agreement. This Agreement and the JVA contain the entire understanding of the parties with respect to the subject matter hereof, and this Agreement may be amended only by a writing signed by authorized representatives of the parties.

4.5. Headings. The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

STRATAS FOODS LLC

ACH JUPITER LLC

By: [Signature]

By: [Signature]

Name: Gary K. Harmon

Jeffrey A. Atkins, CFO of ACH Food Companies, Inc., Sole Member of ACH Jupiter

President



NOTARY ACKNOWLEDGEMENTS

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jeffrey A. Atkins with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, acknowledged himself to be the Chief Financial Officer of ACH FOOD COMPANIES, INC., a Delaware corporation, the sole member of ACH JUPITER LLC, the within named assignor, and that he as such officer, executed the foregoing instrument for the purposes therein contained by subscribing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this 5th day of June, 2009.

[Signature]
Notary Public



My commission expires: MY COMMISSION EXPIRES:
August 22, 2010

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Gary K. Harmon with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, acknowledged himself to be the President of STRATAS FOODS LLC, the within named assignee, a Delaware limited liability company, and that he as such officer, executed the foregoing instrument for the purposes therein contained by subscribing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this 5th day of June, 2009.

[Signature]
Notary Public
My commission expires:

My Commission Expires:
January 30, 2013

