

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bell Research Companies, Inc.	FORMERLY Bell Plantation Holdings, Inc.	07/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bell Plantation Inc.		
Street Address:	1017 N. Central Ave.		
City:	Tifton		
State/Country:	GEORGIA		
Postal Code:	31794		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3653083	PB2	
Registration Number:	3665511	PB2 POWDERED PEANUT BUTTER	
CORRESPONDENCE DATA			
Fax Number:	4045273662		
<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:	4045278384		
Email:	alison.levasseur@dentons.com		
Correspondent Name:	Alison M. LeVasseur		
Address Line 1:	303 Peachtree St., NE		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	038961.00001		
NAME OF SUBMITTER:	Alison M. LeVasseur		
SIGNATURE:	/aml/		
DATE SIGNED:	07/29/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), effective as of July 29, 2015 (the "Effective Date"), is made by **Bell Research Companies, Inc.**, a Delaware corporation f/k/a Bell Plantation Holdings, Inc. ("Assignor"), in favor of **Bell Plantation Inc.**, a Delaware corporation ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement, dated as of the Effective Date (the "IP Assignment Agreement"); and

WHEREAS, pursuant to the IP Assignment Agreement, Assignor and Assignee confirmed the ownership of certain intellectual property used in the parties' business and assigned certain trademarks and trade secrets as more fully set forth therein, and agreed to execute this Trademark Assignment to enable Assignee to record the assignment of the Assigned Marks (as defined below) with the U.S. Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual benefits to be derived herefrom, the parties hereby agree as follows:

AGREEMENT:

1. **Assignment.** Pursuant to the IP Assignment Agreement, the parties acknowledged and agreed that, upon the execution thereof, Assignee would own all worldwide right, title and interest in and to the marks set forth on **Schedule A** attached hereto and in the goodwill associated with same (collectively, the "Assigned Marks"). As of the date hereof, Assignor hereby unconditionally and irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following with respect to the Assigned Marks: (i) the trademark registrations, trademark applications, common law rights and goodwill in and to the Assigned Marks and all issuances, extensions and renewals thereof; (ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iv) any and all claims and causes of action, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to

sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, with respect to any of the foregoing.

2. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Marks are properly assigned to the Assignee, or any assignee or successor thereto.

3. **Entire Agreement.** This Trademark Assignment and the IP Assignment Agreement (including the other schedules and exhibits to the IP Assignment Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment. In the event of a conflict between the terms and conditions of this Trademark Assignment and the IP Assignment Agreement, the terms and conditions set forth in the IP Assignment Agreement shall prevail.

4. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors, representatives and assigns, and may not be modified or terminated except as set forth in writing signed by Assignor and Assignee.

6. **Governing Law.** This Trademark Assignment, and the rights and obligations of Assignor and Assignee under or pursuant to this Trademark Assignment, shall be interpreted and construed according to the substantive laws of the State of Georgia without regard to the choice of law rules of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Trademark Assignment as of the date first set forth above.

"ASSIGNOR":

BELL RESEARCH COMPANIES,
INC.

By: James C Bell
Name: James C Bell
Title: CEO

"ASSIGNEE":

BELL PLANTATION INC.

By: James C Bell
Name: James C Bell
Title: CEO

SCHEDULE A

ASSIGNED MARKS

Mark	Registration No.	Registration Date	Country
PB2	3,653,083	July 14, 2009	United States
PB2 POWDERED PEANUT BUTTER	3,665,511	August 11, 2009	United States

ATLANTA 5659246.2