

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349658

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900331483

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACH Jupiter LLC		06/06/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Diehl Food Ingredients, Inc.
Street Address:	24 N. Clinton Street
City:	Defiance
State/Country:	OHIO
Postal Code:	43512
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1319605	RICHTEX

CORRESPONDENCE DATA

Fax Number: 6144641737
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: 614.559.7282
Email: trademarks@fbtlaw.com, squimby@fbtlaw.com, sross@fbtlaw.com, kcomella@fbtlaw.com
Correspondent Name: Samantha M. Quimby
Address Line 1: 10 West Broad, Suite 2300
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Samantha M. Quimby
SIGNATURE:	/samantha m quimby/
DATE SIGNED:	07/29/2015

Total Attachments: 5

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**RICHTEX® TRADEMARK ASSIGNMENT
BETWEEN
ACH JUPITER LLC AND DIEHL FOOD INGREDIENTS, INC.**

This Richtex® Trademark Assignment ("Agreement") is between **ACH JUPITER LLC** ("ACH Jupiter"), a Delaware limited liability company, and **DIEHL FOOD INGREDIENTS, INC.**, a Delaware corporation ("Company") and shall be effective as of 11:59 p.m. on June 6, 2009 (the "Effective Date").

WHEREAS, ACH Jupiter is a wholly-owned subsidiary of ACH Food Companies, Inc. (the "Parent");

WHEREAS, Parent and Company have entered into an Asset Purchase Agreement effective as of 11:59 p.m. on June 6, 2009 ("APA") whereby Company has purchased certain assets of ACH's Business;

WHEREAS, the APA requires Parent to cause ACH Jupiter to assign a certain trademark to the Company as further set forth herein;

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

1. Definitions.

1.1. Capitalized terms used herein and not otherwise defined herein will have the meanings given such terms in the APA.

1.2. "Trademark" shall mean Richtex® USPTO Registration number 1,319,605.

2. Trademark Assignment. ACH hereby grants, assigns, transfers, and conveys to Company, all right, title and interest in and to the Trademark and the goodwill associated therewith. Notwithstanding the foregoing, Company may only use and/or license the Trademarks for use in the non-dairy creamer business.

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. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, upon written notice to the other party, assign this Agreement to one or more of its affiliates or subsidiaries or to any party acquiring substantially all of its assets or equity interests. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and their respective successors and assigns.
- 4.3. 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.
- 4.4. 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 Company: Diehl Food Ingredients, Inc.
24 N. Clinton St.
Defiance, Ohio 43512
Attention: President

To ACH: ACH Food Companies, Inc.
7171 Goodlett Farms Parkway
Cordova, TN 38016
Attn: General Counsel

- 4.5. Entire Agreement. This Agreement and the APA 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.
- 4.6. 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.

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

[Signatures on the next page]

ACH JUPITER LLC

DIEHL FOOD INGREDIENTS, INC.

By: Jeffrey A. Atkins

By: _____

Name: Jeffrey A. Atkins

Name: Charles Nicolais

Title: CFO of ACH Food Companies, Inc.
Sole Member of ACH Jupiter LLC

Title: Chairman, President & CFO

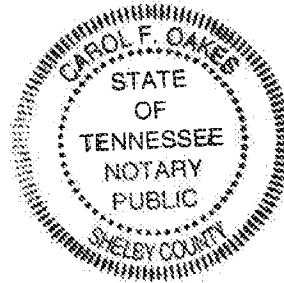
NOTARY ACKNOWLEDGEMENTS



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 6th day of June, 2009.

Carol F. Oakes
Notary Public



My commission expires: August 22, 2010

STATE OF MISSOURI
COUNTY OF ST. LOUIS

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Charles Nicolais 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 Executive Officer of Diehl Food Ingredients, Inc., the within named assignee, a Delaware corporation, 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 _____ day of June, 2009.

Notary Public

My commission expires:

ACH JUPITER LLC

DIEHL FOOD INGREDIENTS, INC.

By: _____

By: Charles A. Nicolais

Name: Jeffrey A. Atkins

Name: Charles A. Nicolais

Title: CFO of ACH Food Companies, Inc.
Sole Member of ACH Jupiter LLC

Title: PRESIDENT

NOTARY ACKNOWLEDGEMENTS

STATE OF TENNESSEE

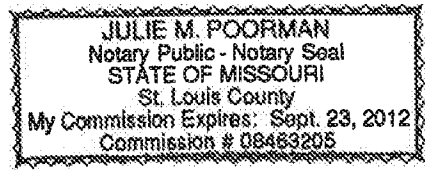
COUNTY OF SHELBY

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 16 day of ~~June~~^{July}, 2009.

Julie M. Poorman
Notary Public

My commission expires: Sept 23, 2012



STATE OF MISSOURI

COUNTY OF ST. LOUIS

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Charles Nicolais 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 Executive Officer of Diehl Food Ingredients, Inc., the within named assignee, a Delaware corporation, 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 _____ day of June, 2009.

Notary Public

My commission expires: