

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden County Foods, Inc.		07/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Monogram Appetizers, LLC		
Street Address:	530 Oak Court Dr, Suite 400		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38117		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4698163	SNAPPS	
CORRESPONDENCE DATA			
Fax Number:	9015770838		
<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:	(901) 577-2102		
Email:	abaldrige@bakerdonelson.com		
Correspondent Name:	Adam S. Baldrige		
Address Line 1:	165 Madison Ave, Suite 2000		
Address Line 4:	Memphis, TENNESSEE 38103		
ATTORNEY DOCKET NUMBER:	2910330-000053		
NAME OF SUBMITTER:	Nicholas L. Vescovo		
SIGNATURE:	/Nicholas L. Vescovo/		
DATE SIGNED:	09/20/2015		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made as of the 15th day of July, 2015 (the “Closing Date”), by and between **GOLDEN COUNTY FOODS, INC.**, a Delaware corporation (“Seller”), and **MONOGRAM APPETIZERS, LLC.**, a Tennessee limited liability company (“Buyer”). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as such term is defined below).

RECITALS:

WHEREAS, Seller and Buyer are parties to that certain Amended and Restated Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), which relates to the sale and purchase of certain specified assets of Seller upon the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, Seller is the owner of common law and federal rights in one (1) individual trademark, as set forth in Schedule A attached hereto, for use in association with various goods and services and as reflected in U.S. trademark registrations and/or applications for each trademark listed in Schedule A (the “Trademark”); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign its rights in the Trademark and the registrations and/or applications therefor to Buyer, and Buyer is desirous of acquiring the Trademark and the registrations and/or applications therefor.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Assignment and in the Purchase Agreement, the parties hereto agree as follows:

1. Assignment of Trademark: In exchange for the promises and the mutual covenants set forth in this Assignment, Seller hereby assigns to Buyer all of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, any registrations and/or applications owned by Seller therefor, the right to sue for all acts of past, present, and future infringement, and the right to recover all remedies related thereto. In furtherance of this Assignment, Seller will execute the assignment form attached as Exhibit A hereto, which Buyer will record with the U.S. Trademark Office.

2. Controlling Law. This Assignment and any disputes, claims, or controversies arising from, related to, or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles or rules, and any applicable federal law (including, but not limited to, the Lanham Act).

3. Further Documentation. Each party agrees to execute such other and further documents and instruments as may be reasonably necessary to implement the provisions of this Assignment.

4. Drafting of the Assignment. The parties agree that this Assignment shall be considered jointly drafted by the parties and will not be construed against any particular party as drafter.

5. Entire Agreement. This Assignment (together with the annexes, exhibits, and schedules hereto) contains the entire agreement and understanding between the parties with respect to the transfer of the Trademark and supersedes all prior agreements and understandings (both oral and written) between the parties. No party shall be liable or bound to any other party or parties in any manner by any prior representations, warranties, covenants, or agreements relating to such subject matter except as specifically

set forth herein or the Purchase Agreement.

6. Severability. The provisions of this Assignment are severable. If any provision hereof should be void, voidable, or unenforceable under any applicable law, such void, voidable, or unenforceable provision shall not affect or invalidate any other provision of this Assignment, and this Assignment shall continue to govern the relative rights and duties of the parties as though the void, voidable, or unenforceable provision were not a part hereof. The parties agree that all of the terms and conditions hereof shall be enforced to the fullest extent permitted by applicable law.

7. Counterparts; Delivery. This Assignment may be executed and delivered in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Execution and delivery of this Assignment by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this agreement by such party and such facsimile and PDF copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

SELLER:

GOLDEN COUNTY FOODS, INC.

By: David Wiggins
Name: David Wiggins
Title: Chief Executive Officer

BUYER:

MONOGRAM APPETIZERS, LLC

By: Monogram Food Solutions, LLC
Its: Sole Member

By: _____
Name: Karl Schledwitz,
Title: Executive Chairman and Chief
Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005626 FRAME: 0628

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

SELLER:

GOLDEN COUNTY FOODS, INC.

By: _____

Name: David Wiggins

Title: Chief Executive Officer

BUYER:

MONOGRAM APPETIZERS, LLC

By: Monogram Food Solutions, LLC

Its: Sole Member

By: _____

Name: Karl Schledwitz,

Title: Executive Chairman and Chief
Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005626 FRAME: 0629

Exhibit A

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment") is made and entered into as of the ____ day of July, 2015 (the "Closing Date"), by and between GOLDEN COUNTY FOODS, INC., a Delaware corporation ("Seller"), and MONOGRAM APPETIZERS, LLC., a Tennessee limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller, the owner of all right, title, and interest in and to the trademark applications and registrations listed in Schedule A hereto (the "Trademark"), desires to assign the Trademark to Buyer pursuant to the terms of this Assignment.

WHEREAS, Buyer is desirous of acquiring the Trademark and the applications and registrations therefor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, said Seller does hereby assign unto said Buyer all right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and any registrations and/or applications therefor.

SELLER:

GOLDEN COUNTY FOODS, INC.

By: David Wiggins
Name: David Wiggins
Title: Chief Executive Officer

BUYER:

MONOGRAM APPETIZERS, LLC

By: Monogram Food Solutions, LLC
Its: Sole Member

By: _____
Name: Karl Schledwitz,
Title: Executive Chairman and Chief
Executive Officer

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment") is made and entered into as of the ___ day of July, 2015 (the "Closing Date"), by and between **GOLDEN COUNTY FOODS, INC.**, a Delaware corporation ("Seller"), and **MONOGRAM APPETIZERS, LLC.**, a Tennessee limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller, the owner of all right, title, and interest in and to the trademark applications and registrations listed in **Schedule A** hereto (the "Trademark"), desires to assign the Trademark to Buyer pursuant to the terms of this Assignment.

WHEREAS, Buyer is desirous of acquiring the Trademark and the applications and registrations therefor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, said Seller does hereby assign unto said Buyer all right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and any registrations and/or applications therefor.

SELLER:

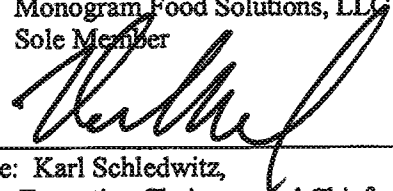
GOLDEN COUNTY FOODS, INC.

By: _____
Name: David Wiggins
Title: Chief Executive Officer

BUYER:

MONOGRAM APPETIZERS, LLC

By: Monogram Food Solutions, LLC
Its: Sole Member

By:  _____
Name: Karl Schledwitz,
Title: Executive Chairman and Chief
Executive Officer

Schedule A

U.S. Trademark and Service Mark Registrations and Applications

US Federal Q1 of 5	SNAPPS	RN: 4698163 SN: 86135453	(Int'l Class: 29) prepared foods, namely, frozen handheld snacks, entrees, and side dishes, all consisting primarily of cheese, vegetables, and meat; frozen mozzarella sticks; frozen onion rings	Golden County Foods, Inc. (Delaware Corp.) 300 Moore Road Plover Wisconsin 54467
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