

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERRA GROUP, INC.	FORMERLY INTERRA INTERNATIONAL, INC.	10/30/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	INTERRA INTERNATIONAL, LLC		
Street Address:	400 Interstate North Parkway		
Internal Address:	Suite 1100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86235145	RIVEREDGE FARMS	
Registration Number:	2942307	INTERRA	
Registration Number:	3948967	RIVEREDGE FARMS	
Registration Number:	3948966	RIVEREDGE FARMS	
CORRESPONDENCE DATA			
Fax Number:	8046982027		
<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:	804-775-1166		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Janet P. Peyton, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
ATTORNEY DOCKET NUMBER:	2029012-0055		
NAME OF SUBMITTER:	Janet P. Peyton		
SIGNATURE:	/Janet P. Peyton/		
DATE SIGNED:	10/30/2015		

OP \$115.00 86235145

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made as of October 30, 2015, by Interra Group, Inc. f/k/a Interra International, Inc., a Georgia corporation ("Assignor"), in favor of Interra International, LLC, a Delaware limited liability company ("Assignee").

STATEMENT OF PURPOSE

A. Assignor and Assignee are parties to that certain Contribution Agreement dated as of October 15, 2015 (the "Contribution Agreement"), pursuant to which Assignor has agreed to assign and contribute, and Assignee has agreed to accept the contribution and assignment of, all of Assignor's right, title and interest in and to the trademarks listed on Schedule A hereto, together with the goodwill symbolized thereby and the registrations and pending applications therefor, as also set forth on Schedule A (collectively, the "Trademarks"), among other Contributed Assets under the Contribution Agreement.

B. It is a condition to Assignee's obligations to consummate the transactions contemplated by the Contribution Agreement that Assignor execute and deliver this Assignment.

C. In order to induce Assignee to so consummate the transactions contemplated by the Contribution Agreement, Assignor desires to assign and contribute to Assignee, and Assignee desires to accept the contribution and assignment of, all of Assignor's right, title and interest in and to the Trademarks.

AGREEMENT

1. Assignment. Assignor does hereby contribute, convey, assign, grant, transfer and deliver unto Assignee all of Assignor's right, title and interest in and to the Trademarks, and all attendant rights to enforce the Trademarks against third parties, including those who may have commenced infringement prior to the date of this Assignment, and receive any remedies, legal or equitable, from such enforcement actions, whether arising prior to or subsequent to the date hereof, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor agrees to take any and all such further action which may be necessary or advisable to carry out the purposes of this Assignment of Trademarks (including the execution and delivery of such further instruments and documents) as the Assignee may reasonably may request, including without limitation, requests to execute and file with the applicable trademark office or registrar in any jurisdiction worldwide any documents or copies of this Assignment of Trademarks, which may be necessary or proper to effectuate the terms of this Assignment of Trademarks.

3. Governing Law. Except to the extent that federal law preempts state law with

Schedule A

Country	Mark	Status	Application No.	Filing Date	Registration No.	Registration Date
Puerto Rico	TENDER CHICK	Pending	65054	04/02/2009	N/A	N/A
Puerto Rico	RIVEREDGE FARMS	Pending	70375	02/18/2010	N/A	N/A
Puerto Rico	RIVEREDGE FARMS WITH DESIGN	Pending	70374	02/18/2010	N/A	N/A
USA	RIVEREDGE FARMS	Published	86/235,145	03/28/2014	N/A	N/A
USA	INTERRA	Registered	75/906,633	02/01/2000	2,942,307	04/19/2005
USA	RIVEREDGE FARMS	Registered	77/933,493	02/11/2010	3,948,967	04/19/2011
USA	RIVEREDGE FARMS WITH DESIGN	Registered	77/933,487	02/11/2010	3,948,966	04/19/2011
Mexico	INTERRA	Registered	905467	01/07/2008	1046987	06/26/2008

ASSIGNMENT OF TRADEMARKS TO INTERRA INTERNATIONAL, LLC

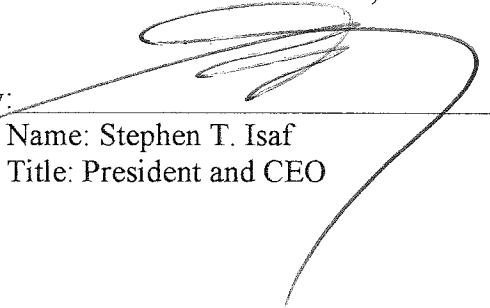
TRADEMARK

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respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of laws thereunder.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on its behalf by its duly authorized officer as of the date first above written.

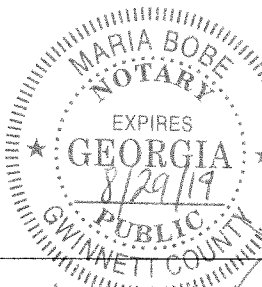

INTERRA GROUP, INC. F/K/A
INTERRA INTERNATIONAL, INC.

By: 
Name: Stephen T. Isaf
Title: President and CEO

State of Georgia)
County of Cobb)

This instrument was acknowledged before me this 30th day of October, 2015, by Stephen T. Isaf, President and CEO of Interra Group, Inc. f/k/a Interra International, Inc., a Georgia corporation, on behalf of the corporation.

Personally Known
 Produced Identification
Type and # of ID _____

(Seal)  
Name: Maria Bobe
Notary Public, State of Georgia