

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PS International, LLC d/b/a PS International, Ltd.		11/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4782896	SUPER MEAL HIGH PROTEIN FEED DIET	
CORRESPONDENCE DATA			
Fax Number:	8046982230		
<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:	11/03/2015		
Total Attachments: 3			
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source=Active_72187823_2_Interra International - Trademark Assignment from PSI (EXECUTED)#page2.tif			

OP \$40.00 4782896

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”), is made as of November 2, 2015, by PS International, LLC d/b/a PS International, Ltd., a Delaware limited liability company (“**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.

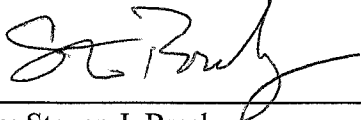
2. Further Assurances. Assignor agrees to take any and all such further action which may be necessary or advisable to carry out the purposes of this Assignment of Trademarks (including the execution and delivery of such further instruments and documents) as the Assignee may reasonably may request, including 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.

EXECUTION VERSION

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

PS INTERNATIONAL, LLC d/b/a
PS INTERNATIONAL, LTD.

By: 
Name: Steven J. Bresky
Title: President

State of Kansas)
County of Johnson)

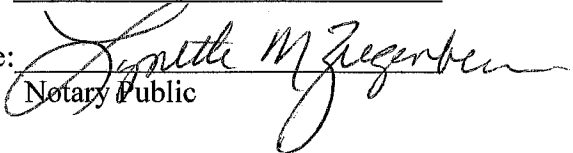
This instrument was acknowledged before me this 2 day of November, 2015, by Steven J. Bresky, President of PS International, LLC, a Delaware limited liability company, on behalf of the corporation.

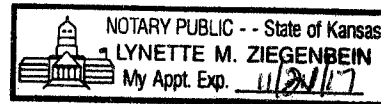
Personally Known

Produced Identification

Type and # of ID _____

(Seal) _____

Name: 
Notary Public



Schedule A

Country	Mark	Status	Application No.	Filing Date	Registration No.	Registration Date
Haiti	BAKERS	Registered	No. 47-E	Jan. 30, 2009	312 Reg-165	June 18, 2009
N/A	WORLDWIDE	Unregistered	N/A	N/A	N/A	N/A
N/A	HARVEST FRESH	Unregistered	N/A	N/A	N/A	N/A
USA	SUPER MEAL HIGH PROTEIN FEED DIET	Registered	86232652	March 26, 2014	4782896	July 28, 2015
South Korea	SUPERMEAL	Registered	40-2014-0064063	Sep. 24, 2014	40-1121917	August 6, 2015
China	SUPERMEAL	Registration Pending				

ASSIGNMENT OF TRADEMARKS TO INTERRA INTERNATIONAL, LLC