

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of U.S. Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The J. M. Smucker Company		12/31/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Eagle Family Foods Group LLC		
Street Address:	4020 Kinross Lakes Parkway		
City:	Richfield		
State/Country:	OHIO		
Postal Code:	44286		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1386912	DAIRY SWEET	
Registration Number:	2617186	EAGLE BRAND	
Registration Number:	137954		
Registration Number:	2356145	EAGLE FAMILY FOODS, INC.	
Registration Number:	128932	MAGNOLIA	
Registration Number:	1148083	MAGNOLIA BRAND	
Registration Number:	2425181	MAKE MAGIC IN MINUTES	
Registration Number:	682615	MILNOT	
Registration Number:	962190	MILNOT	
Registration Number:	728611	PET	
Registration Number:	88285	PET	
Registration Number:	1250578	SUNSHINE	
Registration Number:	1140479	SUNSHINE	
Registration Number:	1150549	SUNSHINE	
Registration Number:	2810540	THE DAIRY GOODNESS PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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>			

CH \$390.00 1386912

Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Maxine Sharavsky, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 16765-1539

NAME OF SUBMITTER: Maxine Sharavsky

SIGNATURE: /Maxine Sharavsky/

DATE SIGNED: 12/31/2015

Total Attachments: 6

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ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment"), is made as of December 31, 2015, by and between The J. M. Smucker Company, an Ohio corporation having a principal place of business at One Strawberry Lane, Orrville, OH 44667 ("Assignor") and Eagle Family Foods Group LLC, a Delaware limited liability company having a principal place of business at 4020 Kinross Lakes Parkway, Richfield, OH 44286 ("Assignee").

WHEREAS, Assignor, Assignee, Eagle Family Foods, Inc., a Delaware corporation, and Milnot Company, a Delaware corporation, are parties to that certain Asset Purchase Agreement, dated as of November 2, 2015 (the "Purchase Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee as a condition to Closing (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor has adopted, used, is using and is the owner of certain Trademarks constituting Acquired Intellectual Property (all such Trademarks owned by the Assignor, the "Assigned Marks"), including the United States Trademarks identified on Schedule I hereto, which are registered in the United States Patent and Trademark Office; and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to purchase from Assignor, and Assignor desires to sell, convey, transfer, deliver and assign to Assignee, all right, title and interest in and to the Assigned Marks.

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

Subject to the terms and limitations set forth in the Purchase Agreement, Assignor does hereby sell, convey, transfer, deliver and assign to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Encumbrances, other than Permitted Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

From time to time after the Closing Date, without further consideration, Assignor will execute and deliver or cause to be executed and delivered such documents to Assignee and take such other action as Assignee may reasonably request in order to more effectively evidence the consummation of the transaction contemplated herein.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks has been duly executed and delivered as of the date first written above.

ASSIGNOR

THE J. M. SMUCKER COMPANY

By



Name: Mark T. Smucker

Title: President, Consumer and
Natural Foods

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE

EAGLE FAMILY FOODS GROUP LLC

By

Name:

Title:

[Signature Page to Assignment of U.S. Trademarks]

TRADEMARK
REEL: 005700 FRAME: 0438

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks has been duly executed and delivered as of the date first written above.

ASSIGNOR

THE J. M. SMUCKER COMPANY

By

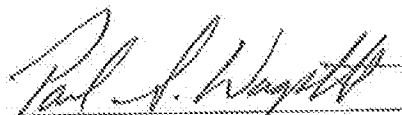
Name: Mark T. Smucker
Title: President, Consumer and
Natural Foods

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE

EAGLE FAMILY FOODS GROUP LLC

By









Name: Paul S. Wagstaff
Title: Vice President


[Signature Page to Assignment of U.S. Trademarks]

TRADEMARK
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SCHEDULE I

Trademark Registrations

Trademark	Reg. No.	Reg. Date
DAIRY SWEET	1386912	3/18/1986
EAGLE BRAND	2617186	9/10/2002
	137954	12/14/1920
	2356145	6/6/2000
	128932	1/20/1920
	1148083	3/3/1981
MAKE MAGIC IN MINUTES	2425181	1/30/2001
MILNOT	682615	7/28/1959
	962190	6/26/1973
PET	728611	3/13/1962
	88285	9/10/1912
SUNSHINE	1250578	9/6/1983

SUNSHINE	1140479	10/14/1980
	1150549	4/7/1981
THE DAIRY GOODNESS PEOPLE	2810540	2/3/2004