

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Discovery Foods, Inc.		10/31/2014	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Discovery Foods, LLC		
<b>Street Address:</b>	7124 N MARINE DR.		
<b>City:</b>	PORTLAND		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97203		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1987014	BASIC VALUE	
<b>Registration Number:</b>	1962750	BEIJING	
<b>Registration Number:</b>	1952946	FRESHER THAN FRESH	
<b>Registration Number:</b>	2000563	MANDARIN	
<b>Registration Number:</b>	3118201	STEAMWORKS	
<b>Registration Number:</b>	3906500	STIR FRY CREATIONS FOR TWO	
<b>Registration Number:</b>	3906499	STIR FRY CREATIONS	
<b>Registration Number:</b>	2507358	TAI PEI	
<b>Registration Number:</b>	2610017	TAI PEI	
<b>Registration Number:</b>	3965786	VIP	
<b>Registration Number:</b>	1982085	VIP STIRFRY LO MEIN	
<b>Registration Number:</b>	1443442	VIP FRESHER THAN FRESH	
<b>Registration Number:</b>	2066150	VIP STIR-FRY HUNAN	
<b>Registration Number:</b>	1679556	VIP MANDARIN	
<b>Registration Number:</b>	2079527	VIP QUALITY PLUS	
<b>Registration Number:</b>	1499788	VIP	
<b>Registration Number:</b>	1478856	VIP VEGGIE COMBOS	
<b>Registration Number:</b>	0899311	VIP	

CH \$465.00 1987014

**CORRESPONDENCE DATA****Fax Number:** 4052287302*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:** 405-552-2302**Email:** cliff.dougherty@mcafeetaft.com**Correspondent Name:** Clifford C. Dougherty, III**Address Line 1:** 211 N. Robinson**Address Line 2:** 10th Floor, Two Leadership Square**Address Line 4:** OKLAHOMA CITY, OKLAHOMA 73102**ATTORNEY DOCKET NUMBER:** 48605.00290**NAME OF SUBMITTER:** Clifford C. Dougherty, III**SIGNATURE:** /CCD,III/**DATE SIGNED:** 01/12/2016**Total Attachments: 3**

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into effective as of 9:02 a.m., Central time, on October 31, 2014 (the "Effective Time") by Discovery Foods Inc., a Delaware corporation ("Assignor"), and Discovery Foods LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Interest Purchase Agreement, dated September 10, 2014, by and among Windsor Parent L.P., Ajinomoto North America, Inc. and the other parties named therein (the "Purchase Agreement").

**RECITALS**

WHEREAS, as contemplated by Section 5.01(a) of the Purchase Agreement, Assignor is willing to contribute, transfer, assign, convey and deliver to Assignee all of its right, title and interest in and to all of its properties, assets, rights and entitlements of any kind or character, whether tangible or intangible, excluding only the Equity Interests held by Assignor in Discovery Foods LLC (such assets to be contributed, transferred, assigned and delivered to Assignee, the "Acquired Assets"); and

WHEREAS, as contemplated by Section 5.01(a) of the Purchase Agreement, Assignee is willing to assume all of the Liabilities of Assignor, excluding only (A) any federal Tax Liability and (B) any non-federal Tax Liability related to the failure of DFHC or Assignor to have been at all times since each was acquired by the Seller a "qualified subchapter S subsidiary" within the meaning of Section 1361(b)(3) of the Code and the corresponding provisions of non-federal Tax Law (such Liabilities to be assumed by Assignee, the "Assumed Liabilities");

NOW THEREFORE, in consideration of the premises, the terms and provisions contained herein, the mutual benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, intending to be legally bound, as follows:

1. As of the Effective Time, Assignor hereby contributes, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor the Acquired Assets.
2. As of the Effective Time, Assignee hereby assumes, and agrees to pay, perform and discharge, the Assumed Liabilities.
3. From time to time after the Effective Time, as and when requested by any party, any other party shall, at the expense of the requesting party, execute and deliver, or cause to be executed and delivered, all such documents and instruments and take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by paragraphs 1 and 2 above.
4. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5. This Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles.

6. This Assignment may not be amended, supplemented or modified except by an instrument in writing signed on behalf of each of the parties. No waiver of any provision of this Assignment shall be valid unless such waiver is in writing and signed by the waiving party.

7. Nothing in this Assignment shall be construed to be a modification of, or limitation on, any provision of the Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.


8. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered, in person or by facsimile, or by electronic image scan to the other party.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Assignment  
as of the date first above written.

**ASSIGNOR:**

DISCOVERY FOODS INC.

By:   
Name: Anne M. Smalling  
Title: Chairman

**ASSIGNEE:**

DISCOVERY FOODS LLC

By:   
Name: Anne M. Smalling  
Title: Chairman