

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marfood USA, Inc.		01/30/2016	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	The Classic Jerky Company		
Street Address:	One Snackfood Lane, PO Box 397		
City:	Minong		
State/Country:	WISCONSIN		
Postal Code:	54859		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3038012	FARMERS MARKET	
Registration Number:	3120317	PECOS BILL'S	
Registration Number:	2640827		
Registration Number:	3624965	SOFT! & TENDER!	
Registration Number:	3102839	PEMMICAN	
Registration Number:	2767517	PEMMICAN	
Registration Number:	2776312		
Registration Number:	2730120	PEMMICAN	
Registration Number:	3858913	SLOW CURED PEMMICAN PREMIUM CUT BEEF JER	
Registration Number:	2407232	PEMMICAN	
Registration Number:	2250405	WILD RIVER	
Registration Number:	2735392	GOLD AWARD	
Registration Number:	3055120	RIO JAKE'S	
Registration Number:	4150476	FIELD SNACKS	
Registration Number:	3895532	FIELD SNACKS	
Registration Number:	3941540	THERE IS ONLY ONE PEMMICAN, ALL THE REST	
Registration Number:	4184318	PEMMICAN-FLEXPACK	
Registration Number:	4358495	AUTHENTIC. HONEST. FOOD.	
Registration Number:	3979138	YOU BUY. WE BUY.	

OP \$490.00 3038012

CORRESPONDENCE DATA**Fax Number:** 6123325300*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:** 6123325300**Email:** lstrom@merchantgould.com**Correspondent Name:** Merchant & Gould P.C.**Address Line 1:** PO Box 2910**Address Line 4:** Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	14306.00000015
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NAME OF SUBMITTER:	Scott W Johnston
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SIGNATURE:	/SWJ/
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DATE SIGNED:	02/11/2016
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is made as of January 30, 2016 by and between **Marfood USA, Inc.**, a Michigan corporation ("Assignor"), and **The Classic Jerky Company**, a Delaware corporation ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to all trademark registrations and applications listed on the attached **Exhibit A** (collectively, the "Trademarks"); and

WHEREAS, In accordance with Sections 1.1(a)(9) and 6.2(b) of the Asset Purchase Agreement, Assignor shall assign all right, title and interest in the Trademarks and associated goodwill in the Trademarks throughout the world to Assignee and Assignee shall acquire all of Assignor's right title and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the trademarks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and all trademark registrations, applications and renewals in connection therewith and any and all thereof, including any rights under common law, and including, without limitation, all claims, proceeds and causes of action relating to and the right to sue and recover for past, present and future infringements or dilution of said Trademarks, the same to be held and enjoyed by Assignee for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, or the relevant foreign trademark office, to record Assignee, as assignee and owner of any and all of Assignor's in the Trademarks and to issue to Assignee any and all registrations resulting from said applications, or any renewals of said registrations.

Assignor agrees to execute and deliver at a future date, for no additional consideration, any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Trademarks anywhere in the world.

Assignee shall have the sole and absolute right to assign the Trademarks to any wholly-owned subsidiary of Assignee or to any successor-in-interest to the assets, business or securities of Assignee.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument.

[Signature Page Follows]

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

ASSIGNOR:

MARFOOD USA, INC.

By:

Name: MARTIN SANCOS ARIAS
Title: TREASURER

ASSIGNEE:

THE CLASSIC JERKY COMPANY

By:

Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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

ASSIGNOR:

MARFOOD USA, INC.

By: _____
Name:
Title:

ASSIGNEE:

THE CLASSIC JERKY COMPANY

By:  _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005729 FRAME: 0652

EXHIBIT A
LISTING OF TRADEMARKS

USA

<u>Registration No.</u>	<u>Mark</u>	<u>Type</u>
3038012	FARMERS MARKET	Std Character Mark
3120317	PECOS BILL'S	Std Character Mark
2640827	PECOS BILL'S	Stylized Logo
3624965	SOFT! & TENDER!	Std Character Mark
3102839	PEMMICAN	Std Character Mark
2767517	PEMMICAN	Stylized Logo
2776312	PEMMICAN	Stylized Logo
2730120	PEMMICAN	Stylized Logo
	SLOW CURED PEMMICAN PREMIUM	
3858913	CUT BEEF JERKY	Stylized Logo
2407232	PEMMICAN	Stylized Logo
1744691	INDIAN CHIEF	Stylized Logo
2250405	WILD RIVER	Typed Drawing
2735392	GOLD AWARD	Std Character Mark
3055120	RIO JAKE'S	Std Character Mark
3895532	FIELD SNACKS	Std Character Mark
4150476	FIELD SNACKS	Std Character Mark
	THERE IS ONLY ONE PEMMICAN, ALL	
3941540	THE REST ARE JERKY	Std Character Mark
4184318	PEMMICAN-FLEXPACK	Std Character Mark
4358495	AUTHENTIC, HONEST, FOOD	Std Character Mark
3979138	YOU BUY, WE BUY	Std Character Mark

Canada

<u>Registration No.</u>	<u>Mark</u>	<u>Type</u>
TMA558269	PECOS BILL'S	Word
TMA557005	WILD RIVER	Word
TMA850560	COWBOY DESIGN	Design