

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385983

|   |  |                        |                       |
|---|--|------------------------|-----------------------|
| <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>    |
| The Ridgefield's Brand Corporation  |  | 05/27/2016             | Corporation: MARYLAND |
| <b>RECEIVING PARTY DATA</b>   |  |                        |                       |
| <b>Name:</b>  | Ohio Pure Foods, Inc.                              |                        |                       |
| <b>Street Address:</b>  | 681 W. Waterloo Road                               |                        |                       |
| <b>City:</b>  | Akron  |                        |                       |
| <b>State/Country:</b>   | OHIO   |                        |                       |
| <b>Postal Code:</b>   | 44314  |                        |                       |
| <b>Entity Type:</b>   | Corporation: OHIO                                  |                        |                       |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                        |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>       |                       |
| <b>Registration Number:</b>   | 4235480  | SMOOTH-FROZEN          |                       |
| <b>Registration Number:</b>   | 4584716  | FRUIT SPLITS           |                       |
| <b>Registration Number:</b>   | 4025242  | RIDGEFIELD'S           |                       |
| <b>Registration Number:</b>   | 3990131  | RIDGEFIELD'S           |                       |
| <b>Registration Number:</b>   | 4025236  | RIDGEFIELD'S SIDEKICKS |                       |
| <b>Registration Number:</b>   | 3535772  | TEMPERCASE             |                       |
| <b>Registration Number:</b>   | 3518653  | CUP SLUSHIES           |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                        |                       |
| <b>Fax Number:</b>  |  |                        |                       |
| <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> |  |                        |                       |
| <b>Phone:</b>   | 330-864-5550                                       |                        |                       |
| <b>Email:</b>   | trademarks@hahnlaw.com                             |                        |                       |
| <b>Correspondent Name:</b>  | Amanda H. Wilcox                                   |                        |                       |
| <b>Address Line 1:</b>  | 200 Public Square                                  |                        |                       |
| <b>Address Line 2:</b>  | Suite 2800   |                        |                       |
| <b>Address Line 4:</b>  | Cleveland, OHIO 44114                              |                        |                       |
| <b>NAME OF SUBMITTER:</b>   | Amanda H. Wilcox                                   |                        |                       |
| <b>SIGNATURE:</b>   | /Amanda H. Wilcox/                                 |                        |                       |

CH \$190.00 4235480

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 05/31/2016 |
|---------------------|------------|

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment"), effective as of May 27, 2016 (the "Effective Date"), is entered into by and between The Ridgefield's Brand Corporation, a Maryland corporation with a principal place of business at 19208 Skinner Square, Leesburg, Virginia 20176 ("Assignor"); and Ohio Pure Foods, Inc., an Ohio corporation with a place of business at 681 W Waterloo Road, Akron, OH 44314 ("Assignee");

WHEREAS, Assignor has adopted, owns, is using, or has the intent to use the trademarks or trademark applications listed on Schedule A attached hereto ("the Trademarks"), and in addition to any state or common-law rights in the Trademarks, owns federal registrations or applications for the Trademarks on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein;

WHEREAS, Assignee desires to acquire the entire right, title and interest in the Trademarks;

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

1. As of the Effective Date, Assignor hereby sells, grants, conveys, assigns, transfers and delivers to Assignee and its successors and assigns, and Assignee accepts, all right, title and interest in and to the Trademarks and any extensions and renewals related thereto, together with the goodwill of the business symbolized by the Trademarks, any state or common-law rights in the Trademarks, and the federal registrations listed on Schedule A. Assignor agrees to execute and deliver to Assignee, or to such other person as Assignee may reasonably request, such forms as the United States Patent and Trademark Office or any other government entity may require to evidence the transfer or assignment of the ownership or registration of Trademarks to Assignee.

2. This Assignment (a) shall be governed by the laws of the State of Ohio, (b) shall be binding upon Assignor and its representatives, successors and assigns, and (c) may not be modified or changed except by written instrument signed by both parties.

3. This Assignment may be executed in any number of counterparts and in separate counterparts by the parties, each of which shall constitute an original and all of which when taken together will constitute the same instrument.

*[Signature Page Immediately Follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

The Ridgefield's Brand Corporation

By: Thomas R. Hays

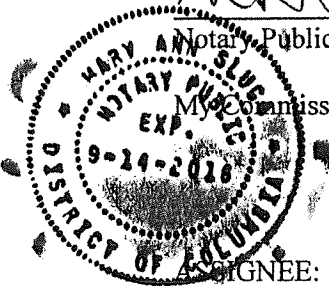
Title: PRESIDENT

Date: MAY 26, 2016

Dated effective as of:

SUBSCRIBED and SWORN to before  
me this 26th of May, 2016.

Mary Ann Sluga  
Notary Public



My Commission Expires: 9-14-2016

MARY ANN SLUGA  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires September 14, 2016

ASSIGNEE:

Ohio Pure Foods, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

The Ridgefield's Brand Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Dated effective as of:

SUBSCRIBED and SWORN to before  
me this \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

ASSIGNEE:

Ohio Pure Foods, Inc.

By: Thomas Kull

Title: THOMAS KULL  
SR VP & CFO


Date: MAY 27, 2014

**Schedule A**

**I. Common Law Trademarks**

1. SIDEKICKS – word trademark for use with “ready to eat frozen flavored juices.”

**II. U.S. Federal Trademark Registrations**

| <b>Trademark</b>  | <b>Registration No.</b> | <b>Identified Goods</b>   | <b>Registration Date</b> | <b>Next Due Date</b> | <b>Due Date Description</b> |
|---|-------------------------|---|--------------------------|----------------------|-----------------------------|
| SMOOTH-FROZEN   | 4,235,480               | Ready to eat, frozen flavored juices in Class 30  | 10/30/2012               | 10/30/2018           | Section 8&15 Renewal        |
| FRUIT SPLITS  | 4,584,716               | Ready to eat, frozen flavored juices in Class 30  | 8/12/2014                | 8/12/2020            | Section 8&15 Renewal        |
| RIDGEFIELD'S  | 4,025,242               | Frozen yogurt; ready to eat, frozen flavored juices in Class 30<br>Flavored juices for use in machines for making and dispensing semi-frozen fruit drinks in Class 32 | 9/13/2011                | 9/13/2017            | Section 8&15 Renewal        |
|  | 3,990,131               | Ready to eat, frozen flavored juices; frozen yogurt in Class 30   | 7/5/2011                 | 7/5/2017             | Section 8&15 Renewal        |
| RIDGEFIELD'S SIDEKICKS  | 4,025,236               | Ready to eat, frozen flavored juices in Class 30  | 9/13/2011                | 9/13/2017            | Section 8&15 Renewal        |
| TEMPERCASE  | 3,535,772               | Frozen packaged fruit smoothie beverages contained in cardboard packaging with a passive  | 9/9/2008                 | 9/9/2018             | Section 8&9 Renewal         |

|              |           |  |            |            |                        |
|--------------|-----------|--|------------|------------|------------------------|
|              |           | ventilation/thawing system in Class 32 |            |            |                        |
| CUP SLUSHIES | 3,518,653 | Fruit juice beverages in Class 32      | 10/14/2008 | 10/14/2018 | Section 8&9<br>Renewal |