

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM392654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConAgra Foods Food Ingredients Company, Inc.		07/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JM Swank, LLC		
Street Address:	395 Herky St.		
City:	North Liberty		
State/Country:	IOWA		
Postal Code:	52317		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4182549	J.M. SWANK	
Registration Number:	0538135	MILAC	
Registration Number:	1708888	S	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7022571483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Stephanie S. Buntin		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
ATTORNEY DOCKET NUMBER:	113572.00001		
NAME OF SUBMITTER:	Stephanie S. Buntin		
SIGNATURE:	/Stephanie S. Buntin/		
DATE SIGNED:	07/26/2016		
Total Attachments: 5			
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U.S. TRADEMARK ASSIGNMENT

THIS U.S. TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") is entered into as of July 25, 2016, by and between ConAgra Foods Food Ingredients Company, LLC, a Delaware limited liability company and successor in interest to ConAgra Foods Food Ingredients Company, Inc. ("**Assignor**"), and JM Swank, LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

- (a) Assignor, ConAgra Foods, Inc. and Storm Chaser Intermediate Holding II Corporation, a Delaware corporation and sole member of Assignee, have entered into that certain Asset Purchase Agreement dated June 7, 2016 ("**Purchase Agreement**") relating to the acquisition by Assignee of the trademarks listed on Exhibit 1 hereto ("**Trademarks**") from the Assignor.
- (b) This Agreement is being executed pursuant to the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee, and Assignee accepts, all of Assignor's right, title and interest in and to the Trademarks, including all common law rights (together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and (a) the corresponding trademark registrations and trademark applications and all issuances, extensions and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages to the same extent as would have been held and enjoyed by Assignor if this assignment had not been made to Assignee.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to record Assignee as the owner of the Trademarks.

3. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

Following the date hereof, at Assignor's sole cost and expense, Assignor shall take such steps and actions, and provide such commercially reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be advisable or necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

4. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

5. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

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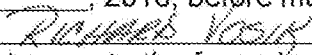
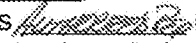
IN WITNESS WHEREOF, the parties have caused this U.S. Trademark Assignment Agreement to be executed as of the date first written above.

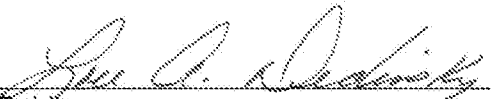
ASSIGNOR:

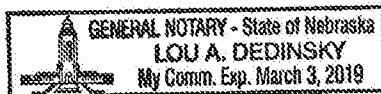
ConAgra Foods Food Ingredients Company,
LLC

By: 
Richard Vosik
Authorized Representative

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22 day of July, 2016, before me a Notary Public in and for said county and state, personally appeared , known to me to be the identical person who subscribed (his/her) name to the foregoing as  of ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company, and acknowledged the execution thereof to be (his/her) voluntary act and deed and the voluntary act and deed of said company.


Notary Public



ASSIGNEE:

JM Swank, LLC

By: 

Eva M. Kalawski
Vice President and Secretary

/end/

[Signature page to U.S. Trademark Assignment]

TRADEMARK
REEL: 005843 FRAME: 0087

EXHIBIT "1"

TRADEMARKS

Trademark Name	Country	Registration Date	Registration Number	Owner
J.M. SWANK	United States	7/31/2012	4182549	ConAgra Foods Food Ingredients Company, Inc.
J.M. SWANK (Hawaii State Trademark)	United States	11/3/2008	4067540	ConAgra Foods Food Ingredients Company, Inc.
J.M. SWANK (Louisiana State Trademark)	United States	11/7/2008	604051	ConAgra Foods Food Ingredients Company, Inc.
Milac and Design	United States	2/20/1951	0538135	ConAgra Foods Food Ingredients Company, Inc.
S and Design	United States	8/18/1992	1708888	ConAgra Foods Food Ingredients Company, Inc.
THE COMPANY WE KEEP	United States		Not Registered	

[Exhibit to U.S. Trademark Assignment]