

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROWLAND COFFEE ROASTERS, LLC		04/30/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	The Folger Coffee Company		
Street Address:	One Strawberry Lane		
City:	ORRVILLE		
State/Country:	OHIO		
Postal Code:	44667		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	0864636	BUSTELO	
Registration Number:	4175504	BUSTELO COOL	
Registration Number:	4175493	CAFÉ BUSTELO	
Registration Number:	3525548	CAFÉ BUSTELO	
Registration Number:	0343743	CAFE BUSTELO	
Registration Number:	4108535	CAFÉ PILON	
Registration Number:	2113768	CAFFE SIGNORE	
Registration Number:	3672487	EL EXIGENTE	
Registration Number:	0843346	EL PICO	
Registration Number:	2147108	ESTRELLA	
Registration Number:	0993489	GOLD MEDAL	
Registration Number:	2066801	HOY COMO AYER...EN MI CASA TOMAN BUSTELO	
Registration Number:	2077304	I CAFE BUSTELO	
Registration Number:	2127413	I CAFE BUSTELO	
Registration Number:	2467842	JAVA CABANA	
Registration Number:	2231390	LA CREMOKA	
Registration Number:	2354484	MEDAGLIA D'ORO	
Registration Number:	0575046	MEDAGLIA D'ORO	
Registration Number:	0561750	MEDAGLIA D'ORO	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	0680868	MEDAGLIA D'ORO GOLD MEDAL
Registration Number:	1736846	
Registration Number:	1022786	
Registration Number:	2540333	
Registration Number:	1656167	MOKA D'ORO
Registration Number:	1162962	OQUENDO
Registration Number:	3271169	PILON
Registration Number:	2101211	SOUTO
Registration Number:	3571790	SUPREME BY BUSTELO
Registration Number:	4178796	TÉ BUSTELO
Registration Number:	0536894	PILON
Registration Number:	0074002	SAVARIN

CORRESPONDENCE DATA

Fax Number: 3306843026

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: 330-684-8446

Email: rommel.cortez@jmsmucker.com

Correspondent Name: Courtni Moorman

Address Line 1: One Strawberry Lane

Address Line 4: ORRVILLE, OHIO 44667

NAME OF SUBMITTER: Courtni Moorman

SIGNATURE: /cm/

DATE SIGNED: 08/30/2016

Total Attachments: 7

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ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment") is made and delivered effective as of the 30th day of April, 2016, at 9:30 p.m. Eastern Daylight Time (the "Effective Time"), by Rowland Coffee Roasters, LLC, an Ohio limited liability company and successor by way of statutory conversion to Rowland Coffee Roasters, Inc., an Ohio corporation ("Assignor"), with a principal address at One Strawberry Lane, Orrville, Ohio 44667, at the direction of its sole member The Folgers Coffee Company, a Delaware corporation ("Folgers"), to The Folger Coffee Company, an Ohio corporation ("Assignee"), with a principal address at One Strawberry Lane, Orrville, Ohio 44667.

WHEREAS, in connection with a restructuring transaction involving the coffee business of The J. M. Smucker Company, Folgers and their various affiliates and direct and indirect subsidiaries, Assignor and Assignee have entered into that certain Bill of Sale, effective as of the 30th day of April, 2016, at 9:30 p.m. Eastern Daylight Time (the "Bill of Sale") (capitalized terms used herein without definition shall have the meanings set forth in the Bill of Sale);

WHEREAS, under the terms of the Bill of Sale, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's IP Assets, and Assignor agreed to execute and deliver such other and further documents and instruments as may be necessary and proper to effect the transfer of such IP Assets, including, without limitation, this Assignment; and

WHEREAS, Assignor is the owner of certain trademarks, service marks, trade names and brand names, and other indicia of origin constituting IP Assets (collectively, the "Trademarks"), including the United States Trademarks identified on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises, representations, warranties and agreements herein set forth, the parties agree as follows:

Folgers hereby causes Assignor to transfer and assign to Assignee, Assignor hereby does transfer and assign to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; 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 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 Trademarks, 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 same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

Following the Effective Time, 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 effect, evidence or perfect the transaction contemplated herein.

All representations and warranties from Assignor to Assignee in the Bill of Sale with respect to the Trademarks and the other rights assigned herein are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Bill of Sale and the terms hereof, the terms of the Bill of Sale shall govern.

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.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in counterparts, and delivered by electronic mail with scan or attachment signature, all of which when so executed and delivered 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 to the other parties. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all, of the parties. An electronic or other copy of a signature shall be deemed an original for purposes of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks has been executed and delivered by and on behalf of Assignor and Assignee effective as of the Effective Time.

ASSIGNOR:

ROWLAND COFFEE ROASTERS, LLC

By: THE FOLGERS COFFEE COMPANY, its sole member

By: Mark R. Belgya
Name: Mark R. Belgya
Title: Vice President & Chief Financial Officer

State of Ohio)
County of Wayne)

ss:

Subscribed to and sworn before me on this 29th day of April 2016.

[Signature]
Notary Public

My commission expires: No expiration



KEVIN R. CAUDILL
Attorney-At-Law
Notary Public, State of Ohio
Lifetime Commission

ACCEPTED AND AGREED BY:

ASSIGNEE:

THE FOLGER COFFEE COMPANY

By: _____
Name: Jeannette L. Knudsen
Title: Vice President and Secretary

State of Ohio)
County of Wayne)

ss:

Subscribed to and sworn before me on this ___ day of _____ 2016.

Notary Public
My commission expires: _____

SCHEDULE I - TRADEMARKS

Country Name	Trademark	Status	Owner	Application Number	Registration Number	Registration Date
U.S.	BUSTELO	Registered	Rowland Coffee Roasters, LLC	72/299,320	864636	04-Feb-1969
U.S.	BUSTELO COOL	Registered	Rowland Coffee Roasters, LLC	85/480177	4175504	17-Jul-2012
U.S.	CAFE BUSTELO & Portrait Design	Registered	Rowland Coffee Roasters, LLC	71/384,243	343743	02-Mar-1937
U.S.	CAFE BUSTELO (Stylized #2)	Registered	Rowland Coffee Roasters, LLC	77/368,202	3525548	28-Oct-2008
U.S.	CAFE BUSTELO (Stylized)	Registered	Rowland Coffee Roasters, LLC	78/619,060	3195123	02-Jan-2007
U.S.	CAFE BUSTELO (word mark)	Registered	Rowland Coffee Roasters, LLC	85/480,009	4175493	17-Jul-2012
U.S.	CAFE PILON (word mark)	Registered	Rowland Coffee Roasters, LLC	85/376,927	4108535	06-Mar-2012
U.S.	CAFFE SIGNORE	Registered	Rowland Coffee Roasters, LLC	75/145,088	2113768	18-Nov-1997
U.S.	EL EXIGENTE	Registered	Rowland Coffee Roasters, LLC	77/665,264	3672487	25-Aug-2009
U.S.	EL PICO	Registered	Rowland Coffee Roasters, LLC	72/261,158	843346	30-Jan-1968
U.S.	ESTRELLA	Registered	Rowland Coffee Roasters, LLC	75/144,971	2147108	31-Mar-1998
U.S.	GOLD MEDAL	Registered	Rowland Coffee Roasters, LLC	73/001,348	993489	24-Sep-1974
U.S.	HOY COMO AYER ... EN MI CASA TOMAN BUSTELO!	Registered	Rowland Coffee Roasters, LLC	75/083,401	2066801	03-Jun-1997

SCHEDULE I - TRADEMARKS

Country Name	Trademark	Status	Owner	Application Number	Registration Number	Registration Date
U.S.	I (HEART) CAFE BUSTELO	Registered	Rowland Coffee Roasters, LLC	75/112,417	2077304	08-Jul-1997
U.S.	I (HEART) CAFE BUSTELO & Design	Registered	Rowland Coffee Roasters, LLC	75/241,398	2127413	06-Jan-1998
U.S.	JAVA CABANA	Registered	Rowland Coffee Roasters, LLC	76/077,856	2467842	10-Jul-2001
U.S.	LA CREMOKA	Registered	Rowland Coffee Roasters, LLC	75/247,816	2231390	16-Mar-1999
U.S.	MEDAGLIA D'ORO	Registered	Rowland Coffee Roasters, LLC	78/619,079	3172432	14-Nov-2006
U.S.	MEDAGLIA D'ORO	Registered	Rowland Coffee Roasters, LLC	75/463,003	2354484	06-Jun-2000
U.S.	MEDAGLIA D'ORO & Gold Medal Design	Registered	Rowland Coffee Roasters, LLC	72/044,987	680868	23-Jun-1959
U.S.	MEDAGLIA D'ORO & Gold Medal Design	Registered	Rowland Coffee Roasters, LLC	71/594,150	575046	26-May-1953
U.S.	MEDAGLIA D'ORO (Stylized)	Registered	Rowland Coffee Roasters, LLC	71/565,655	561750	22-Jul-1952
U.S.	MISCELLANEOUS DESIGN	Registered	Rowland Coffee Roasters, LLC	74/042,682	1736846	01-Dec-1992
U.S.	MISCELLANEOUS DESIGN (B&W Portrait of Man)	Registered	Rowland Coffee Roasters, LLC	73/034,875	1022786	14-Oct-1975
U.S.	MISCELLANEOUS DESIGN (Woman in Triangles)	Registered	Rowland Coffee Roasters, LLC	76/254,871	2540333	19-Feb-2002
U.S.	MOKA D'ORO	Registered	Rowland Coffee Roasters, LLC	74/025,227	1656167	10-Sep-1991

SCHEDULE I - TRADEMARKS

Country Name	Trademark	Status	Owner	Application Number	Registration Number	Registration Date
U.S.	OQUENDO	Registered	Rowland Coffee Roasters, LLC	73/242,831	1162962	28-Jul-1981
U.S.	PILON	Registered	Rowland Coffee Roasters, LLC	78/619,090	3190107	26-Dec-2006
U.S.	PILON	Registered	Rowland Coffee Roasters, LLC	77/013,610	3271169	31-Jul-2007
U.S.	PILON & Design	Registered	Rowland Coffee Roasters, LLC	71/575,901	536894	23-Jan-1951
U.S.	SAVARIN (Stylized)	Registered	Rowland Coffee Roasters, LLC	71/038,775	74002	08-Jun-1909
U.S.	SOUTO	Registered	Rowland Coffee Roasters, LLC	75/144,970	2101211	30-Sep-1997
U.S.	SUPREME BY BUSTELO	Registered	Rowland Coffee Roasters, LLC	77/464,392	3571790	10-Feb-2009
U.S.	TE BUSTELO	Registered	Rowland Coffee Roasters, LLC	85/480319	4178796	24-Jul-2012

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