

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruce Foods Corporation		09/01/2016	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	McCormick & Company, Incorporated		
Street Address:	18 Loveton Circle		
City:	Sparks		
State/Country:	MARYLAND		
Postal Code:	21152		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3733368	CAJUN INJECTOR	
Registration Number:	2519186	CAJUN INJECTOR INJECTABLE MARINADE MILDC	
Registration Number:	1545511	CAJUN INJECTOR	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	274149161000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	10/20/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated as of September 1, 2016, is entered into by and between Bruce Foods Corporation, a Louisiana corporation ("Assignor") and McCormick & Company, Incorporated, a Maryland corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement dated of even date herewith, by and among Assignor, its Shareholders and Assignee, and for purposes of Section 6.03 of the Asset Purchase Agreement, Joseph Simon Brown III (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the Intellectual Property Assets;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Intellectual Property Assets to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Intellectual Property Assets, together with (i) Intellectual Property Registrations, (ii) the goodwill symbolized by and associated with the Intellectual Property Assets, and (iii) all rights, remedies, defenses, claims (including claims for refunds or adjustments and claims for breach of express or implied warranties), recoveries, rights to offset, and causes of action against customers, suppliers, insurers or any other Person, whether known or unknown, of any nature relating to the Intellectual Property Assets, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Intellectual Property Assets regardless of whether or not such rights arise under an Assigned Contract, or otherwise. Assignor does further consent to the recordation of this Assignment with any governmental agency.

2. Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Intellectual Property Assets in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

3. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

4. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

5. This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as of the date first written above.

ASSIGNOR:

BRUCE FOODS CORPORATION

By: Joseph Simon Brown
Name: JOSEPH SIMON BROWN
Its: Pres

ASSIGNEE:

MCCORMICK & COMPANY, INCORPORATED

By: _____
Name: _____
Its: _____

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as of the date first written above.

ASSIGNOR:

BRUCE FOODS CORPORATION

By: _____

Name: _____

Its: _____

ASSIGNEE:

MCCORMICK & COMPANY, INCORPORATED

By:  _____

Name: BRENDAN FOLEY _____

Its: PRESIDENT GLOBAL CONSUMER
and NORTH AMERICA _____

Section 4.11(a)

Intellectual Property Registrations

Trademark	Registered With	Registration Number	Registered To	Description
1. Cajun Injector	United States Patent and Trademark Office	3733368	Bruce Foods Corporation	wood chips for smoking and grilling
2. Cajun Injector injectable marinade mildcreole butter recipe fat free	United States Patent and Trademark Office	2519186	Bruce Foods Corporation	kit for marinating meat and poultry consisting of a glass jar, marinade and a marinade/sauce injector
3. Cajun Injector	United States Patent and Trademark Office	1545511	Bruce Foods Corporation	liquid seasoning for injection into meats and poultry
4. Cajun Injector	Turkey	IR987379	Bruce Foods Corporation	wood chips for smoking and grilling; barbecue smokers; propane and electric fryers; liquid seasoning for injection into meats and poultry