

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Agricultural Sales & Services, Inc.		01/31/2017	Corporation: HAWAII
RECEIVING PARTY DATA			
Name:	J.R. Simplot Company		
Street Address:	1099 W Front Street		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83702		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4885438	ISLAND SUPREME	
CORRESPONDENCE DATA			
Fax Number:	8085475880		
<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:	8085475600		
Email:	ipdocketing@goodsill.com		
Correspondent Name:	Walter K. Coronel		
Address Line 1:	999 Bishop Street		
Address Line 2:	Suite 1600		
Address Line 4:	Honolulu, HAWAII 96813		
NAME OF SUBMITTER:	Walter K. Coronel		
SIGNATURE:	/walter k. coronel/		
DATE SIGNED:	02/10/2017		
Total Attachments: 4			
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CH \$40.00 4885438

ASSIGNMENT OF TRADEMARK
(Island Supreme)

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is made effective this 31st day of January, 2017, by PACIFIC AGRICULTURAL SALES & SERVICES, INC., a Hawaii corporation, whose mailing address is 91-262 Olai Street, Kapolei, Hawaii 96707 (the "Assignor") in favor of J. R. SIMPLOT COMPANY, a Nevada corporation, whose mailing address is P.O. Box 27, Boise, Idaho 83707 (the "Assignee").

RECITALS

A. Assignor is the owner and registrant of a mark registered in the United States Patent and Service Mark Office, registered on January 12, 2016 as Registration No. 4,885,438, a copy of which is attached as Exhibit "A" hereto and made a part hereof (the "Trademark").

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment from Assignor, all of Assignor's worldwide right, title and interest in, to and under the Trademark.

NOW, THEREFORE, for other good and valuable consideration, the receipt of which are hereby acknowledged, Assignor hereby covenants and agrees for the benefit of Assignee, as follows:

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Trademark, whether arising prior to or subsequent to the date of this Assignment, and any and all registrations, renewals and extensions thereof; and any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register the assignment of Trademark to Assignee as set forth in this Assignment, upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such 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 necessary to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment, and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Hawaii, without giving effect to any choice or conflict of law provision or rule (whether of the State of Hawaii or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first above written.

ASSIGNOR:

PACIFIC AGRICULTURAL SALES &
SERVICES, INC.

By: _____

Name: Gilbert M. Araki

Title: President

Acknowledged and Accepted

ASSIGNEE:

J. R. SIMPLOT COMPANY

By: _____

Name:

Title:

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment, and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Hawaii, without giving effect to any choice or conflict of law provision or rule (whether of the State of Hawaii or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first above written.

ASSIGNOR:

PACIFIC AGRICULTURAL SALES &
SERVICES, INC.

By: _____
Name: Gilbert M. Araki
Title: President

Acknowledged and Accepted

ASSIGNEE:

J. R. SIMPLOT COMPANY

By: _____

Name: **Garrett C. Lofto**
Title: **Senior Vice President**

United States of America
United States Patent and Trademark Office

ISLAND SUPREME

Reg. No. 4,885,438

PACIFIC AGRICULTURAL SALES & SERVICES, INC. (HAWAII CORPORATION)
91-262 OLA'I STREET
KAPOI, HI 96707

Registered Jan. 12, 2016

Int. Cl.: 1

FOR: FERTILIZERS FOR DOMESTIC AND AGRICULTURAL USE, IN CLASS 1 (U.S. CLS. 1, 5, 6, 10, 26 AND 46).

TRADEMARK

FIRST USE 5-9-2001; IN COMMERCE 5-9-2001.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SUPREME", APART FROM THE MARK AS SHOWN.

SER. NO. 86-653,943, FILED 6-6-2015.

PRISCILLA MILTON, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office