

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PINELAND FARMS, INC.		05/01/2017	Corporation: MAINE
RECEIVING PARTY DATA			
Name:	PINELAND FARMS POTATO COMPANY, INC.		
Street Address:	P.O. BOX 390		
City:	MARS HILL		
State/Country:	MAINE		
Postal Code:	04758		
Entity Type:	Corporation: MAINE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3355311	NATURALLY POTATOES	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	BEHOUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	05012-1567		
NAME OF SUBMITTER:	Bernice Hogue		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	05/17/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of May 1, 2017 (the "Effective Date"), by and among Pineland Farms, Inc., a Maine corporation ("Assignor") and Pineland Farms Potato Company, Inc., a Maine corporation ("Assignee") (each a "Party" and, collectively, the "Parties").

WHEREAS, the Assignor owns the United States registered trademark set forth on Schedule A hereto (the "Transferred Trademark");

WHEREAS, pursuant to that certain Stock Purchase Agreement (the "Stock Purchase Agreement"), dated January 24, 2017, pursuant to which BEF Foods, Inc. has agreed to purchase from the stockholders of Assignee ("Sellers") all of the issued and outstanding equity interests in Assignee in exchange for payments and other consideration set forth therein;

WHEREAS, as a condition set forth under the Stock Purchase Agreement, Sellers have agreed to cause Assignor to assign and transfer to Assignee, for the consideration set forth in the Stock Purchase Agreement, all of Assignor's right, title and interest in and to the Trademark; and

WHEREAS, the Assignor desires to assign and transfer to the Assignee all of its right, title and interest in and to the Transferred Trademark, and the Assignee desires to accept from the Assignor the assignment and transfer of all of such Assignor's right, title and interest in and to the Transferred Trademark.

NOW THEREFORE, for good and valuable consideration, including with respect to the consideration set forth under the Stock Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

Assignment. The Assignor hereby assigns and transfers to the Assignee, and the Assignee hereby accepts the transfer and assignment of, any and all of the Assignor's right, title and interest in and to the Transferred Trademark including, without limitation the following: (i) all goodwill associated therewith and symbolized thereby, (ii) all common law rights embodied therein, (iii) the applications, registrations therefor and any renewals thereof and (iv) the exclusive right to sue for all past, present and future claims, counterclaims, credits, causes of actions, choses in action, rights of recovery and rights of setoff under such right against any person, together with (to the extent applicable) the right to sue for infringement, misappropriation, unauthorized use or other violation thereof, and the right to collect any resulting damages, lost profits, legal fees and costs, including from acts that may have occurred prior to, on, or after the Effective Date. Assignor requests that the United States Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Transferred Trademark.

Further Assurances. The parties shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee the full benefit of this Assignment.

Governing Law. Except to the extent preempted by United States federal law, this Assignment shall be governed by, and interpreted in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely within such state, without regard to the conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.

Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE STOCK PURCHASE AGREEMENT, THE PARTIES

ACKNOWLEDGE AND AGREE THAT THE TRANSFERRED TRADEMARK IS ASSIGNED AND TRANSFERRED UNDER THIS AGREEMENT AS-IS, THAT EACH RECIPIENT ASSUMES ALL RISKS AND LIABILITIES ARISING FROM OR RELATING TO THE USE AND ENFORCEMENT OF SUCH TRANSFERRED TRADEMARK, AND EACH PARTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, ACCURACY, COMPLETENESS, PERFORMANCE, NON-INFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY. WITHOUT LIMITING ANY OF THE FOREGOING, LICENSOR MAKES NO REPRESENTATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE TRANSFERRED TRADEMARK OUTSIDE OF THE UNITED STATES.

Counterparts. This Assignment may be executed in two or more counterparts which may be delivered by means of facsimile or email, each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

PINELAND FARMS, INC.

By:



Name: Erik K. Hayward


Title: Treasurer

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006061 FRAME: 0073

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

PINELAND FARMS POTATO COMPANY, INC.

By: 
Name: William E. Haggitt
Title: Chairman & Chief Executive
Officer

[Signature page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006061 FRAME: 0074**

Schedule A

Transferred Trademark

Trademark	Reg. Number
NATURALLY POTATOES	3355311