

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428535

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, LLC	FORMERLY ConAgra Foods Food Ingredients Company, Inc.	07/25/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Givaudan Flavors Corporation		
Street Address:	1199 Edison Drive 1-2		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45216-2265		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4507206	FLAVE	
Registration Number:	2754888	HEGA	
Registration Number:	1483688	HEGA	
Registration Number:	4600948	KEYNOTE	
Registration Number:	2670973		
Registration Number:	4007479		
Registration Number:	4609049	SFS TV	
Registration Number:	3325272	SPICETEC	
Registration Number:	4007459	SPICETEC FLAVORS & SEASONINGS	
Registration Number:	5158879	TASTE A SMARTER WAY	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	314-480-1500		
Email:	Nicole.Anderson@huschblackwell.com		
Correspondent Name:	Alan S. Nemes		
Address Line 1:	Husch Blackwell LLP		

CH \$265.00 4507206

Address Line 2: 190 Carondelet Plaza, Suite 600
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER: 531720.1

NAME OF SUBMITTER: Alan S. Nemes

SIGNATURE: /Alan S. Nemes/

DATE SIGNED: 05/23/2017

Total Attachments: 6

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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 (formerly known as ConAgra Foods Food Ingredients Company, Inc.), a Delaware limited liability company (“**Assignor**”), and Givaudan Flavors Corporation, a Delaware corporation (“**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, Assignee and ConAgra Foods, Inc., solely for the purposes set forth therein, have entered into that certain Asset Purchase Agreement dated May 23, 2016 (“**Purchase Agreement**”) relating to the acquisition by Assignee of the Purchased Intellectual Property (as defined in the Purchase Agreement), including the trademarks listed on Exhibit 1 hereto (“**Trademarks**”), from 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, all of Assignor’s right, title and interest in and to the Trademarks, including, without limitation, the goodwill associated therewith.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.
3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to record Assignee as the owner of the Trademarks.
4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademarks in Assignee, Assignor will, without further consideration and at Assignee’s sole cost and expense, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee’s reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.
5. 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.
6. 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).

7. This Agreement shall be governed by and construed in accordance with the laws 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:

ASSIGNEE:

ConAgra Foods Food Ingredients Company,
LLC

Givaudan Flavors Corporation

By: 
Name: Bill G. Hehn
Its: Authorized Representative

By: _____
Name: _____
Its: _____

[Signature Page to U.S. Trademark Assignment Agreement]

TRADEMARK
REEL: 006066 FRAME: 0037

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


ASSIGNOR:

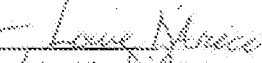
ASSIGNEE:

ConAgra Foods Food Ingredients Company,
LLC

Givaudan Flavors Corporation

By: _____
Name: _____
Its: _____

By:  _____
Name: Roberto Garavagno
Its: Group Counsel

 _____
Name: Louise N. Amico
Its: President, Americas Flavors

[Signature Page to U.S. Trademark Assignment Agreement]

EXHIBIT "1"
TRADEMARKS

Trademark Name	Country	Filed Date	Application Number	Registration Date	Registration Number	Owner
Flave	United States	12/27/2012	85/811,519	4/1/2014	4,507,206	ConAgra Foods Food Ingredients Co., Inc.
Hega	United States	7/31/2000	76/098,611	8/26/2003	2,754,888	ConAgra Foods Food Ingredients Co., Inc.
Hega and Design	United States	8/19/1985	73/554,243	4/5/1988	1,483,688	ConAgra Foods Food Ingredients Co., Inc.
Keynote	United States	2/5/2014	86/184,738	9/9/2014	4,600,948	ConAgra Foods Food Ingredients Co., Inc.
Miscellaneous Design (HEGA Chef Hat and Spoon)	United States	8/1/2000	76/100,086	1/7/2003	2,670,973	ConAgra Foods Food Ingredients Co., Inc.
Miscellaneous Design (SpiceTec)	United States	7/30/2010	85/096,518	8/2/2011	4,007,479	ConAgra Foods Food Ingredients Co., Inc.
SFS TV	United States	2/5/2014	86/184,730	9/23/2014	4,609,049	ConAgra Foods Food Ingredients Co., Inc.
Spicetec	United States	5/12/2005	76/638,611	10/30/2007	3,325,272	ConAgra Foods Food Ingredients Co., Inc.
Spicetec Flavors & Seasonings	United States	7/20/2010	85/088,445	8/2/2011	4,007,459	ConAgra Foods Food Ingredients Co., Inc.

Trademark Name	Country	Filed Date	Application Number	Registration Date	Registration Number	Owner
Taste A Smarter Way	United States	1/7/2016	86/868,251	TBD	TBD	ConAgra Foods Food Ingredients Co., Inc.