TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bay Valley Foods, LLC		05/22/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Riverbend Foods LLC
Street Address:	1080 River Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15212
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4492623	CHEF'S ESSENCE
Registration Number:	3400163	LOTSA' NOODLES

CH $65.00 4492623

CORRESPONDENCE DATA

Fax Number: 843447999

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: 804-788-8331
Email: HWRITM@HUNTON.COM
Correspondent Name: Stephen P. Demm, Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	81159.000018
NAME OF SUBMITTER:	Stephen P. Demm
SIGNATURE:	/Stephen P. Demm/
DATE SIGNED:	05/31/2017

Total Attachments: 5
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is duly made, executed and delivered as of May 22, 2017, by and between Riverbend Foods LLC, a Delaware limited liability company ("I.P. Buyer"), and Bay Valley Foods, LLC, a Delaware limited liability company ("Assignor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Sale Agreement dated April 24, 2017 (as amended or otherwise modified from time to time, the "Purchase Agreement"), by and among I.P. Buyer, Assignor and TreeHouse Foods, Inc., a Delaware corporation.

WHEREAS, pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignor desires to sell, convey, transfer, deliver and assign to I.P. Buyer all Business Intellectual Property owned by Assignor and all goodwill associated therewith;

WHEREAS, pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, Assignor is willing to assign all rights it may have in and to all Business Intellectual Property owned by Assignor on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and I.P. Buyer agree as follows:

1. Assignment. Effective as of the Closing, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to I.P. Buyer, its successors and assigns, in perpetuity, all of such Assignor's worldwide right, title and interest in and to all Business Intellectual Property owned by Assignor as of the Closing (the "Assigned IP"), including, without limitation, the Business Intellectual Property identified in Exhibit A. This assignment includes, without limitation, all rights (i) to reproduce, distribute, broadcast, synchronize, publicly display, publicly perform, adapt, and prepare derivative works based on the Assigned IP and to make, have made, use, market, offer for sale, sell, import, or otherwise make use of or commercially exploit the Assigned IP and any product or service based on or incorporating any portion of the Assigned IP (including all editions, revisions, supplements to, and versions of the Assigned IP, regardless of nature or state of development) throughout the world in any form or medium and (ii) to license or otherwise transfer to others the rights commensurate herewith in connection with the Assigned IP for the entire term of any copyright or other intellectual property right therein. Assignor further hereby sells, transfers, assigns, sets over and conveys to I.P. Buyer, its successors and assigns, all of Assignor's right to file patent applications and copyright, trademark, domain name and social media registration applications in the United States and throughout the world for the Assigned IP in the name of I.P. Buyer, its successors and assigns. Assignor further hereby sells, transfers, assigns, sets over and conveys to I.P. Buyer, and I.P. Buyer's successors and assigns, all proceeds to infringement suits and suits for other violations of the Assigned IP, the right to sue for past, present and future infringements and other violations of, and all rights corresponding thereto throughout the world for, the Assigned IP.

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2. Further Assurances. Assignor shall provide the I.P. Buyer, its successors and assigns with such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1, including, without limitation, upon request by I.P. Buyer to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that I.P. Buyer or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignor shall reasonably cooperate therewith. The parties' costs and expenses in connection with activities under this Section 2 shall be allocated as set forth in the Purchase Agreement. Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by the I.P. Buyer in writing.

3. Controlling Law And Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

4. Entire Agreement; Amendment; Waiver. This Assignment Agreement, together with its Exhibit A, the Purchase Agreement and the Transaction Documents, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

6. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

7. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

BAY VALLEY FOODS, LLC

By _____

Name: Thomas E. O'Neill

Title: EVP, General Counsel & Corporate Secretary

RIVERBEND FOODS LLC

By _____

Name:

Title:

IN WITNESS WHEREOF, this Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

BAY VALLEY FOODS, LLC

By_____
Name:
Title:

RIVERBEND FOODS LLC

By_____
Name: Jack Waterstreet
Title: Executive Director

EXHIBIT A

Business Intellectual Property

The following trademarks:

1. CHEF'S ESSENCE – United States – Registration Number 4492623 for soups
2. LOTSA' NOODLES – United States – Registration Number 3400163 for soup
3. GREAT AMERICAN (unregistered)

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