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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM429534

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Savory Foods, Inc.		04/19/2017	Corporation: OHIO

### **RECEIVING PARTY DATA**

Name:	Evans Food Group Ltd.		
Street Address:	118 S. Halstead St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60609		
Entity Type:	Corporation: DELAWARE		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2785360	PORKIES

### CORRESPONDENCE DATA

**Fax Number:** 3122367516

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: 312-368-4000
Email: ch.tm@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: P.O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER:	Peggy McBride		
SIGNATURE:	/PLMcBride/		
DATE SIGNED:	06/01/2017		

### **Total Attachments: 4**

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### **IP ASSIGNMENT**

This IP ASSIGNMENT (this "<u>Agreement</u>"), made and entered into as of April 19, 2017 (the "<u>Effective Date</u>"), by and between Savory Foods, Inc., an Ohio corporation having a principal place of business at 4118 S. Halstead St., Chicago, IL 60609 ("<u>Assignor</u>"), and Evans Food Group Ltd., a Delaware corporation having a principal place of business at 4118 S. Halstead St., Chicago, IL 60609 ("<u>Assignee</u>"). Each of Assignee and Assignor may be referred to herein as a "<u>Party</u>" and together as the "<u>Parties</u>."

### WITNESSETH:

WHEREAS, Assignor is the current owner of the entire right, title, and interest in and to the intellectual property listed on **Schedule A** attached hereto (collectively, the "Intellectual Property Assets"); and

WHEREAS, Assignor has agreed to convey, assign, transfer and deliver to Assignee and its successors and assigns, and Assignee has agreed to acquire, assume and accept, all of Assignor's right, title and interest in, to and under the Intellectual Property Assets.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1. **Assignment**.

Assignor does hereby sell, contribute, assign, and transfer to Assignee any and all of Assignor's worldwide right, title and interest to, including all common law rights in, to and under, all of the Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignor if this assignment had not been made.

- 2. <u>Further Assurances</u>. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee as contemplated hereby.
- 3. <u>Execution</u>. This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

TRADEMARK REEL: 006074 FRAME: 0323

- 4. <u>Invalid Provisions</u>. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.
- 5. <u>Amendment and Waiver</u>. The provisions of this Agreement may be amended and waived only with the prior written consent of Assignor and Assignee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.
- 7. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective legal representatives and successors.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

SAVORY FOODS, INC. (ASSIGNOR)

Name: William Craig Leese

Title: Secretary

EVANS FOOD GROUP LTD. (ASSIGNEE)

Name: William Craig Leese Title: Secretary

[Signature Page to IP Assignment]

# **SCHEDULE A**

# **Trademarks and Trademark Applications**

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
PORKIES	US	76222545	03/09/2001	2785360	11/25/2003
PORKIES	Ohio			TM7599	04/16/1976

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**RECORDED: 06/01/2017** 

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