

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greystone Foods, LLC		06/06/2017	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Imperial Frozen Foods Op Co LLC		
Street Address:	c/o Kenex Holdings, LLC, 150 N. Wacker		
Internal Address:	Suite 3025		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2848655	TODAY'S HARVEST	
Registration Number:	4037648	TODAY'S HARVEST	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7558		
Email:	mefdocket@lplegal.com		
Correspondent Name:	Marc E. Fineman		
Address Line 1:	2 N. LaSalle St.		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	40184-107151		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	06/12/2017		
Total Attachments: 5			
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ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment") is entered into as of June 6, 2017, by and between IMPERIAL FROZEN FOODS OP CO LLC, a Delaware limited liability company ("Assignee"), and GREYSTONE FOODS, LLC an Alabama limited liability company ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "party" and collectively as the "parties."

RECITALS

A. Pursuant to an Asset Purchase Agreement (the "Purchase Agreement") entered into by and among Assignee, Assignor and certain other parties, as of the date hereof Assignor is transferring to Assignee the Intangible Property of the Business (excluding the Excluded Assets), including without limitation the patents, trademarks, copyrights and domain names, if any, identified on Exhibit A (collectively, the "Transferred Intellectual Property"). Capitalized terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

B. Assignee and Assignor desire to enter into this Assignment for the purpose of recording the sale, conveyance, assignment, transfer and delivery to Assignee of the Transferred Intellectual Property with any applicable governmental entity

C. The execution and delivery of this Assignment is a condition precedent to the obligation of Assignee to close the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and provisions of the Purchase Agreement, for the consideration set forth therein and for Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intangible Property. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee has purchased and acquired from Assignor, and hereby purchases and acquires from Assignor, all right, title and interest in, to and under any and all Transferred Intellectual Property. Without limitation of the foregoing, Assignor hereby further sells, assigns, transfers, conveys and delivers to Assignee the entire right, title and interest in and to: (a) the patents and patent applications identified on Exhibit A (including without limitation divisions, reissues, subdivisions, continuations, continuations-in-part and renewals, extensions and prolongations of such patents and patent applications) and the inventions disclosed and claimed therein; (b) the trademarks, service marks, trade names and trade dress, and trademark, service mark, trade name and trade dress applications and registrations identified on Exhibit A, including the goodwill associated therewith and including the portions of Assignor's business to which such trademarks, service marks and trade names pertain, such business being ongoing and existing; (c) the copyright applications and registrations identified on Exhibit A; (d) the domain name registrations identified on Exhibit A, including the goodwill associated therewith; (e) all applications and registrations for the foregoing, including the right to apply therefore, and any and all renewals, extensions and prolongations thereof that may be secured under all laws now or hereafter in force; and, (f) all claims, causes of action and damages for infringement, misappropriation or violation of rights related to any of the foregoing (including the right to sue for, and to collect damages arising from, past, present or future infringement, misappropriation or violation of rights related to any of the foregoing); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint

Assignor has in the rights transferred herein to Assignee, Assignor hereby irrevocably waives those rights as to Assignee, and Assignee's licensees, successors and assigns.

2. Transfer of Domain Names. Assignor shall cooperate with Assignee to effect transfer of the domain name registrations to Assignee. Without limitation of the foregoing, within five (5) business days after the effective date of this Assignment, Assignor shall take all steps reasonably required by the current procedures promulgated by the registrar of the domain name registrations identified in Exhibit A, or any other registrar(s) that might be or become responsible for the transfer of the domain names registrations, to transfer the domain name registrations to Assignee, including without limitation removing any locks or transfer prohibitions from the domain name registrations and completing any forms required to effect the transfer of the domain name registrations to Assignee.

3. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and permitted assigns.

4. Further Assurances. At any time and from time to time following the Closing, as and when requested by any party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such other documents and instruments and shall take, or cause to be taken, such further or other actions as the other party may reasonably request or as otherwise may be necessary or desirable to evidence and effectuate the consummation of the transactions contemplated by this Assignment.

5. Governing Law. The law of the State of New York shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

6. Counterparts and Electronic Signatures. This Assignment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signatures transmitted electronically (i.e., via facsimile or pdf) shall be considered authentic and binding.

7. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNEE:

IMPERIAL FROZEN FOODS OP CO LLC
a Delaware limited liability company

By: Craig Higgins
Name: Craig Higgins
Title: Chief Financial Officer

Address: c/o Kenex Holdings, LLC
150 N. Wacker, Suite 3025
Chicago, Illinois 60603

ASSIGNOR:

GREYSTONE FOODS, LLC
an Alabama limited liability company

By: _____
Name:
Title:

Address: 19 West Oxmoor Road
Birmingham, Alabama 35209

[Signature page to the Assignment of Intangible Property]

IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNEE:

IMPERIAL FROZEN FOODS OP CO LLC
a Delaware limited liability company

By: _____
Name: Craig Higgins
Title: Chief Financial Officer

Address: c/o Kenex Holdings, LLC
150 N. Wacker, Suite 3025
Chicago, Illinois 60603

ASSIGNOR:

GREYSTONE FOODS, LLC
an Alabama limited liability company

By: Mitz Reamer
Name: Mitz Reamer
Title: Sole Member


Address: 19 West Oxmoor Road
Birmingham, Alabama 35209

EXHIBIT A

Transferred Intangible Property

1. Trademark "Today's Harvest", Registration Number 2848655, Registration Date June 1, 2004.



2. Trademark , Registration Number 4037648, Registration Date October 11, 2011.
3. GreystoneFoods.com website domain
4. Copyrighted material from website (also used in print materials), found at www.GreystoneFoods.com