

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruce Foods Corporation		12/31/2015	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	Teasdale Foods, Inc.		
Street Address:	901 Packers Street		
City:	Atwater		
State/Country:	CALIFORNIA		
Postal Code:	95301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1725992	CASA FIESTA	
Registration Number:	1331078	CASA FIESTA	
Registration Number:	1401433	CASA FIESTA	
Registration Number:	1894674	MAGIC GARDEN	
Registration Number:	4755434	MEXENE	
Registration Number:	0113319	MEXENE	
Registration Number:	2916914	¡VIVA MEXICO!	
Registration Number:	4067534	VIVA MEXICO!	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	310-277-4110		
Email:	jarciniega@mwe.com		
Correspondent Name:	Jorge Arciniega, McDermott Will & Emery		
Address Line 1:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3218		
ATTORNEY DOCKET NUMBER:	090954-0100		
NAME OF SUBMITTER:	Jorge Arciniega		

CH \$215.00 1725992

SIGNATURE:	/Jorge Arciniega/
DATE SIGNED:	06/28/2017
Total Attachments: 12 source=Project Lynx - Trademark Assignment Agreement (Executed)#page1.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page2.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page3.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page4.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page5.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page6.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page7.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page8.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page9.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page10.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page11.tif source=Project Lynx - Trademark Assignment Agreement (Executed)#page12.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 31, 2015, is entered into by and between Bruce Foods Corporation, a Louisiana corporation ("Assignor") and Teasdale Foods, Inc., a Delaware corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement dated December 31, 2015, by and among Assignor, the Shareholders and Assignee, and for purposes of Section 6.03 of the Asset Purchase Agreement, Joseph Simon Brown III (the "Purchase Agreement").

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, claims (including claims for refunds or adjustments and claims for breach of express or implied warranties), recoveries, rights to offset, and causes of action against customers, suppliers, insurers or any other Person, whether known or unknown, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks regardless of whether or not such rights arise under an Assigned Contract, or otherwise. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.


This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

* * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE: TEASDALE FOODS, INC.

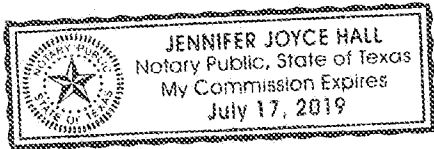
By: 
Name: CHARLES KISER
Its: CEO

STATE OF Texas)
) ss:
COUNTY OF Denton)

On the 30 day of December in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Charles Kiser, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Jennifer Joyce Hall
Notary Public

State of Texas County of Denton
This Instrument was acknowledged before me
on 30 December 2015 by
Jennifer Joyce Hall
Notary Public's Signature
My Commission Expires: 17 July 2019



[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR: BRUCE FOODS CORPORATION

By: Joseph S. Brown III
Name: Joseph S Brown III
Its: President

STATE OF Louisiana)
Parish) ss:
COUNTY OF Lafayette)

On the 31 day of Dec in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Joseph S Brown III, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Billy J. Domingue
Notary Public



BILLY J. DOMINGUE
NOTARY PUBLIC
PARISH OF LAFAYETTE, STATE OF LA
BAR NO. 5012
MY COMMISSION EXPIRES AT DEATH

[Signature Page to Trademark Assignment Agreement]








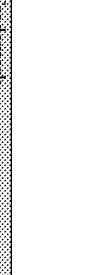
TRADEMARK
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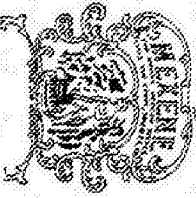
SCHEDULE A
TRADEMARKS

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
CASA FIESTA	AR	Abandoned	2758842 7/17/2007		Bruce Foods Corporation
CASA FIESTA	AR	Pending	2758843 7/17/2007		Bruce Foods Corporation
CASA FIESTA	AU	Registered	577114 4/23/1992	577114 4/23/1992	Bruce Foods Corporation
CASA FIESTA	AU	Registered	577115 4/23/1992	577115 4/23/1992	Bruce Foods Corporation
CASA FIESTA	CL	Registered	196746 1/07/1992	411180 8/24/1993	Bruce Foods Corporation
CASA FIESTA	CL	Registered	1084998 1/07/1992	1070941 8/24/1993	Bruce Foods Corporation
					
CASA FIESTA	CN	Registered	A0020074 6/01/2010	IR1041694 6/01/2010	Bruce Foods Corporation
CASA FIESTA	EG	Pending	122476 3/20/1999		Pros Foods Corporation


Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
CASA FIESTA	IN	Registered	870182 8/06/1999	870182 2/11/2005	Bruce Foods Corporation
CASA FIESTA	IN	Registered	870184 8/06/1999	870184 8/06/1999	Bruce Foods Corporation
CASA FIESTA	JP	Registered	S59-050061 5/16/1984	2028677 3/30/1988	Blues Foods Corp.
					
CASA FIESTA	KW	Pending	17683 2/27/1985	16531 2/27/1985	Bros Foods
CASA FIESTA	PA	Registered	59459 12/23/1991	59459 6/09/1993	Bruce Foods Corporation
CASA FIESTA	PA	Registered	59460 6/09/1993	59460 6/09/1993	Bruce Foods Corporation
CASA FIESTA	PE	Registered	151514-2002 1/13/1992	P10097419 5/13/1992	Bruce Foods Corporation
					
CASA FIESTA	PR	Registered	LG_7833_29	7,833 7/15/1986	Bruce Foods Corporation
CASA FIESTA	US	Registered	74/240,211 1/27/1992	1725992 10/20/1992	Bruce Foods Corporation
CASA FIESTA	US	Registered	73/447,864 10/13/1983	1331078 4/16/1985	Bruce Foods Corporation


Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
	US	Registered	73/541,373 6/05/1985	1401433 7/15/1986	Bruce Foods Corporation
CASA FIESTA	VE	Registered	1991-925501 12/05/1991	F167642 8/19/1994	Bruce Foods Corporation
CASA FIESTA	VE	Registered	1991-02550191 12/05/1991	F167641 8/19/1994	Bruce Foods Corporation
CASA FIESTA	WIPO	Registered	A0020074 6/01/2010	IR1041694 6/01/2010	Bruce Foods Corporation
	AU	Registered	577116 4/23/1992	577116 4/23/1992	Bruce Foods Corporation
	AU	Registered	577117 4/23/1992	577117 4/23/1992	Bruce Foods Corporation
CASA FIESTA & Design	BR	Pending	816537100 12/03/1991		Bruce Foods Corporation
CASA FIESTA & Design	BR	Pending	816732779 5/29/1992		Bruce Foods Corporation
	CA	Registered	520745 5/01/1984	TMA307985 11/01/1985	Bruce Foods Corporation

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
CASA FIESTA & Design 	CN	Registered	A0020073 6/01/2010	IR1041693	Bruce Foods Corporation
CASA FIESTA & Design 	CO	Registered	92 362534 6/26/1992	144860 12/23/1993	Bruce Foods Corporation
CASA FIESTA & Design 	GT	Registered	199205483 9/07/1992	76819 11/01/1995	Bruce Foods Corporation
CASA FIESTA & Design 	MX	Registered	124964 10/21/1991	461700 5/26/1994	Bruce Foods Corporation
CASA FIESTA & Design 	MX	Registered	132122 2/04/1992	473404 9/14/1994	Bruce Foods Corporation
CASA FIESTA & Design 	WIPO	Registered	A0020073 6/01/2010	IR1041693 6/01/2010	Bruce Foods Corporation
CASA FIESTA & Design 	NZ	Registered	201639 5/07/1990	201639 5/26/1995	Bruce Foods Corporation
CASA FIESTA & Design 	NZ	Registered	201640 5/07/1990	201640 5/26/1995	Bruce Foods Corporation

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
CASA FIESTA & Design 	PE	Registered	196009 151515-2002 1/13/1992	PI0097364 5/12/1992	Bruce Foods Corporation
MAGIC GARDEN	US	Registered	74/458-565 11/16/1993	1894674 5/16/1995	Bruce Foods Corporation
MEXENE & Design 	US	Registered	71/089-422 9/23/1915	113319 10/10/1916	Bruce Foods Corporation
VIVA MEXICO!	AU	Registered	1361032 4/12/2010	IR990286 (1361032) 4/12/2010	Bruce Foods Corporation
VIVA MEXICO!	BX	Registered	853620 8/10/1995	R 576774 8/10/1995	Bruce Foods Corporation
VIVA MEXICO!	CZ	Registered	990286 8/26/2008	IR990286 9/30/2011	Bruce Foods Corporation
VIVA MEXICO!	DE	Registered	39533302.4 8/14/1995	39533302 10/27/1995	Bruce Foods Corporation

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
VIVA MEXICO!	DK	Registered	VA200600641 2/26/2006	VR200703011 8/17/2007	Bruce Foods Corporation
VIVA MEXICO!	FR	Registered	06 3408541 2/07/2006	06 3408541 7/13/2006	Bruce Foods Corporation
VIVA MEXICO!	IE	Registered	990286 8/26/2008	IR0990286 8/26/2008	Bruce Foods Corporation
VIVA MEXICO!	IS	Registered	17122009 6/29/2009	2/2012 1/02/2012	Bruce Foods Corporation
VIVA MEXICO!	IT	Registered	MI2008C000319 1/14/2008	1309341 6/09/2010	Bruce Foods Corporation
VIVA MEXICO!	IT	Registered	IR990286 8/26/2008	990286 8/26/2008	Bruce Foods Corporation
VIVA MEXICO!	NO	Registered	20061162 2/6/2006	237415 1/22/2007	Bruce Foods Corporation
VIVA MEXICO!	PA	Cancelled	210786 4/09/2012		Bruce Foods Corporation

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
VIVA MEXICO!	PA	Cancelled	210803 4/10/2012		Bruce Foods Corporation
VIVA MEXICO!	SE	Registered	2009/05038 6/29/2009	414928 12/17/2010	Bruce Foods Corporation
VIVA MEXICO!	US	Registered	76/476,021 12/16/2002	2916914 1/11/2005	Bruce Foods Corporation
VIVA MEXICO!	US	Registered	77/543,527 8/11/2008	4067534 12/06/2011	Bruce Foods Corporation
VIVA MEXICO!	WIPO	Registered	A0013614 8/26/2008	0990286 8/26/2008	Bruce Foods Corporation
MEXEN	US	Registered	86/433,005 10/23/2014	4755434 6/16/2015	Bruce Foods Corporation
CASA FIESTA 	RU	Registered	98700281 1/09/1998	177019 7/08/1998	Bruce Foods Corporation

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
MEXENE 	TR	Registered	2009/29158 6/04/2009	2009 29158 6/04/2009	Bruce Foods Corporation