

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C.J. Foods, Inc.		07/05/2017	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Great River Naturals, Inc.		
Street Address:	121 Main St.		
City:	Bern		
State/Country:	KANSAS		
Postal Code:	66408		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4283685	GREAT RIVER NATURALS	
Registration Number:	4269251	GREAT RIVER	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	20702-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	07/06/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of July 5, 2017 (the "Effective Date") by and between C. J. Foods, Inc., a corporation organized under the laws of Kansas ("Assignor"), and Great River Naturals, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the trademarks and service marks (the "Marks"), the associated registrations (the "Registrations") and applications (the "Applications"), the domain names (the "Domain Names") and email addresses (the "Email Addresses") described on Exhibit A hereto;

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, Assignor's entire right, title and interest in and to the Marks, the Applications, the Registrations, the Domain Names and the Email Addresses;

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

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver to Assignee, and Assignee does hereby purchase from Assignor, for an aggregate purchase price of [REDACTED]: (a) the entire right, title and interest in and to the Marks, the Applications and the Registrations in all countries throughout the world; (b) all renewals and extensions of or relating to the Marks, the Applications and the Registrations, including without limitation any Extensions of Time to Oppose filed on the basis of one or more of the Marks, the Applications or the Registrations, if any; (c) all records and files related to the Marks, the Applications and the Registrations, including without limitation copies of specimens and evidence of use related to the Marks, the Applications and the Registrations; (d) all rights of action accrued and to accrue under and by virtue of the Marks, the Applications or the Registrations, including the right to sue and recover for any and all past, present or future infringement or dilution of the Marks; (e) the entire right, title and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority of ownership in and to the Marks, the Applications and the Registrations and all rights to prosecute, register, perfect and defend arising from such priority of ownership, in any country of the world; and (f) the entire right, title and interest in and to the Domain Names and the Email Addresses.

2. Cooperation. Assignor agrees that it shall deliver any further instruments or documents, and take all such further reasonable action, as Assignee may request, including procuring assurance and cooperation from Assignor's officers and employees, in order to transfer to and vest in Assignee all right, title and interest in and to the Marks, the Applications and the Registrations. Assignor also hereby irrevocably appoints Assignee as its power-of-attorney, effective as of the Effective Date, with full right of substitution, for the purpose of executing such documents and taking such other actions. This power of attorney shall be for the benefit of Assignee and its successors and assigns, and is coupled with an interest.

3. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment shall be governed by and construed in accordance with the laws of the State of New York without reference to choice of law principles.

4. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any applicable law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or other provision will be interpreted so as to best accomplish the intent of the parties within the limits of applicable law.

5. Counterparts. This Assignment may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed under seal by its authorized representatives as of the date first above written.

Assignor:

C. J. FOODS, INC.

By: Lynette Strathman

Name: Lynette Strathman

Title: Secretary/Treasurer

Assignee:

GREAT RIVER NATURALS, INC.

By: Lynette Strathman

Name: Lynette Strathman

Title: Secretary/Treasurer

Exhibit A

MARKS, APPLICATIONS, REGISTRATIONS AND DOMAIN NAMES

United States Marks

Mark	Registration Number
Great River Naturals	4283685
Great River	4269251

Domain Names

GREATRIVERNATURALS.COM

GREATRIVERDOGFOOD.COM

GREATRIVERGRAINFREE.COM

GREATRIVERMAINTAINENCEDOGFOOD.COM

GREATRIVERNATURALDOGFOOD.COM

GREATRIVERNATURALS.COM

GREATRIVERPERFORMANCEDOGFOOD.COM

GREATRIVERPUPPY.COM

Email Addresses

Any email addresses with the “@greatrivenaturals.com” domain name.