

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aseptia, Inc.		02/29/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wright Foods Group, LLC		
Street Address:	116 Industrial Park Drive		
City:	Biscoe		
State/Country:	NORTH CAROLINA		
Postal Code:	27209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4638633	WRIGHT FOODS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan P. Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	09/18/2017		
Total Attachments: 4			
source=Trademark Assignment Agreement Aseptia, Inc. and Wright Foods Group LLC#page1.tif			
source=Trademark Assignment Agreement Aseptia, Inc. and Wright Foods Group LLC#page2.tif			
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OP \$40.00 4638633

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated and effective as of February 29, 2016, is by and among Aseptia, Inc., a North Carolina corporation (the "Assignor") and Wright Foods Group, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor, Wright Foods, Inc., a Delaware corporation, Carolina Dairy, LLC, a North Carolina limited liability company, and the Assignee are party to that certain Asset Purchase Agreement dated as of February 7, 2016 (the "Asset Purchase Agreement") (capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement); and

WHEREAS, the Assignor is the owner of all right, title and interest (including the goodwill represented thereby) in and to the trademark registration for WRIGHT FOODS registered on February 14, 2013 with the registration number 4638633 (the "Trademark"); and

WHEREAS, the Assignee desires to acquire all right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as set forth below.

1. Trademark Assignment. The Assignor hereby sells, assigns, transfers and conveys to the Assignee its right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by the Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Recording of Transfer; Further Assurances. The Assignor authorizes each of the Commissioner of Trademarks of the United States, the other empowered officials of the United States Patent and Trademark Office, and the other relevant officials in any applicable jurisdictions outside the United States to record the transfer of the Trademark to the Assignee as assignee of the Assignor's right, title and interest therein. The Assignor hereby agrees to further execute any documents reasonably necessary to effect this assignment or to confirm the Assignee's ownership of the Trademark.

3. Asset Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Asset Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns.

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

6. Counterparts. This Assignment may be executed in one or more counterparts (including by means of PDF or other electronic means), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

ASEPTIA, INC.

By: A. L. McAulay III
Name: A. L. McAulay III
Title: Chief Financial Officer

ASSIGNEE:

WRIGHT FOODS GROUP, LLC

By: AmeriQual Group Holdings, LLC
Its: Sole Member

By: _____
Name: Jonathan Shepko
Title: Chairman of the Board

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

ASEPTIA, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

WRIGHT FOODS GROUP, LLC

By: Ameriquel Group Holdings, LLC
Its: Sole Member

By:  _____
Name: Jonathan Shepko
Title: Chairman of the Board