

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chairmans Foods, LLC		07/31/2017	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Chairmans Foods, LLC		
Street Address:	1725 Elm Pike Hill		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5107797	COMFORT CUISINE	
Registration Number:	5098691	COMFORT CUISINE	
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 P. Everist/		
DATE SIGNED:	10/11/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of July 31, 2017, by Chairmans Foods, LLC, a Tennessee limited liability company, with business offices located at 820 Massman Drive, Nashville, Tennessee 37210 ("Assignor"), for the benefit of Chairmans Foods, LLC, a Delaware limited liability company, with business offices located at 8080 N. Central Expressway, Suite 1490, Dallas, Texas 75206 ("Assignee").

RECITALS

WHEREAS, Assignor, Assignee and each member of the Assignor named on the signature pages thereto are parties that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement;

WHEREAS, Assignor desires to assign, transfer and convey all of Assignor's interest in all trademarks, trade names and service marks included within the Assets to Assignee, and Assignee desires to accept and receive such interest; and

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee all of Assignor's worldwide right, title and interest in, to and under the trademarks, trade names and service marks listed on Exhibit A attached hereto, including but not limited to all common law rights, and any and all U.S. and foreign registrations, applications for registration, renewal registrations and applications for renewal registrations, extensions and foreign counterparts therefor or thereof (collectively, the "Assigned Trademarks"), together with the ongoing goodwill symbolized by the Assigned Trademarks, as well as all rights to sue for and recover and retain past and future legal or equitable relief, including damages, costs, expenses or attorneys' fees, for infringement of the Assigned Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Further Obligations. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts required in order to vest all Assignor's rights, title and interest in and to the Assigned Trademarks in Assignee.

3. Miscellaneous.

(a) Conflicts. This Trademark Assignment is executed and delivered in connection with and subject to the Asset Purchase Agreement. This Trademark Assignment does not replace, substitute for, expand, extinguish, impair or limit in any way the rights, obligations, claims, or remedies of any party under the terms and conditions of the Asset Purchase Agreement. In the event of a conflict between the terms and conditions set forth in this Trademark Assignment and the terms and conditions set forth in the Asset Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Asset Purchase Agreement shall prevail, govern, and control in all respects.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first written above.

ASSIGNOR:

Chairmans Foods, LLC,
a Tennessee limited liability company

By: Jerry T. Walker
Name: Jerry T. Walker
Title: CEO

***Acknowledgement**

State of TN)
County of Davidson

On this 27 day of July, before me, Celeste Quigley, personally appeared Jerry Walker, Chief Executive Officer of Chairmans Foods, LLC, a Tennessee limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



NOTARY PUBLIC
Celeste Quigley
My Commission Expires
September 7, 2020
STATE OF TENNESSEE

Celeste Quigley
Notary Public

[Signature page to Trademark Assignment]

EXHIBIT A TO TRADEMARK ASSIGNMENT

	<u>Owner</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	Chairmans Foods, LLC	Comfort Cuisine		5107797	
2.	Chairmans Foods, LLC	Comfort Cuisine label		5098691	
3.					
4.					
5.					

Exhibit A to Trademark Assignment