

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/22/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tyson Foods, Inc.		12/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kerry Luxembourg S.à r.l.		
Street Address:	17, Rue Antoine Jans		
City:	L-1820 Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	société à responsabilité limitée: LUXEMBOURG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5224007	KETTLE COLLECTION	
Registration Number:	5224086	KETTLE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	2023314308		
<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:	202.293.7060		
Email:	tm@sughrue.com, vmullineaux@sughrue.com		
Correspondent Name:	Jody H. Drake/Sughrue Mion, PLLC		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	D4981		
DOMESTIC REPRESENTATIVE			
Name:	Jody H. Drake/Sughrue Mion, PLLC		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20037		
NAME OF SUBMITTER:	Jody H. Drake		

OP \$65.00 5224007

SIGNATURE:	/Jody H. Drake/
DATE SIGNED:	03/08/2018
Total Attachments: 5 source=D4981 Assignment#page1.tif source=D4981 Assignment#page2.tif source=D4981 Assignment#page3.tif source=D4981 Assignment#page4.tif source=D4981 Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of December 30, 2017, by and between Tyson Foods, Inc., a Delaware corporation (“Parent” or “Assignor”), and Kerry Luxembourg S.à r.l., a Luxembourg société à responsabilité limitée (“Buyer” or “Assignee”). All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of October 22, 2017, entered into between Parent’s indirect wholly owned subsidiary, Tyson Prepared Foods, Inc., a Delaware corporation (“Seller”), Buyer and Kerry Inc.

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring from Assignor, among other things, the Assigned Trademarks (defined below).

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:


1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:
 - a) the Trademarks listed on Schedule 1 attached hereto, together with all renewals thereof and the goodwill of the business connected with the use of, and symbolized by such Trademarks (the “Assigned Trademarks”); and
 - b) the right to sue and collect damages for past, present or future infringement, dilution or other violation thereof and to keep for itself any recovery derived from any such infringement, dilution or other violation of the Assigned Trademarks.
2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Assignor shall, at Assignee’s reasonable request and expense, take such further action and execute such additional agreements and instruments as may be reasonably necessary to effect and perfect the assignment contemplated hereby.
3. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.
4. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns.
5. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern.

6. This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TYSON FOODS, INC.

By: 
Name: Dennis Leatherby
Title: Executive Vice President and Chief Financial Officer

KERRY LUXEMBOURG S.À R.L.

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TYSON FOODS, INC.

By: _____
Name:
Title:

KERRY LUXEMBOURG S.À R.L.

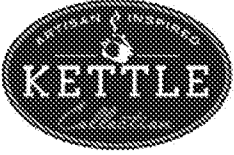
Kerry Luxembourg s.à.r.l.
17 rue Antoine Jans
L-1820 Luxembourg
Luxembourg

By: _____
Name: **Tom Murphy**
Title: **Class A Manager**

By: _____
Name: **Shane Coffey**
Title: **Class B Manager**

SCHEDULE 1

Assigned Trademarks

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
KETTLE COLLECTION	86/832,162	11/25/15	5,224,007	6/13/17
KETTLE COLLECTION & DESIGN 	86/879,732	1/19/16	5,224,086	6/13/17