

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hardie's Fruit and Vegetable Company, LP		03/01/2018	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TH Kitchens, LP		
<b>Street Address:</b>	1005 N. Cockrell Hill Road		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75211		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87635534	TEXAS HARVEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9727018765		
<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>			
<b>Phone:</b>	972-701-7024		
<b>Email:</b>	jpatterson@hhdulaw.com		
<b>Correspondent Name:</b>	James S Patterson		
<b>Address Line 1:</b>	15303 Dallas Parkway, Suite 700		
<b>Address Line 4:</b>	Addison, TEXAS 75001		
<b>NAME OF SUBMITTER:</b>	James S Patterson, Attorney of Record		
<b>SIGNATURE:</b>	/james s patterson/		
<b>DATE SIGNED:</b>	03/12/2018		
<b>Total Attachments: 2</b>			
source=Assignment of Trademark - TEXAS HARVEST - including pending application (Hardies to TH Kitchens).doc#page1.tif			
source=Assignment of Trademark - TEXAS HARVEST - including pending application (Hardies to TH Kitchens).doc#page2.tif			

OP \$40.00 87635534

## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment") is made effective as of March 1, 2018, by Hardie's Fruit and Vegetable Company, LP ("Transferor"), a Texas limited partnership, to TH Kitchens, LP ("Assignee"), a Texas limited partnership.

WHEREAS, pursuant to that certain Agreement dated effective as of March 1, 2018 (the "Agreement") by and between Assignee and Transferor, Transferor is this day selling, transferring and assigning to Assignee, for the consideration and upon the terms and conditions set forth in the Agreement, all of the property, rights, title and interests in and to the trademark / service mark TEXAS HARVEST heretofore used by Transferor in connection with its business, including all applications or registrations for protection of the trademark, including without limitation Serial Number 87635534 filed with the U.S. Trademark Office (the "Trademark").

NOW, THEREFORE, pursuant to the Agreement and in consideration of the terms and conditions of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor does hereby sell, transfer, assign, convey and deliver to Assignee all of Transferor's property, right, title and interest in and to the Trademark heretofore used by or associated with Transferor's business, together with the goodwill appurtenant thereto and the entire right, title and interest in and to any and all claims and demands Transferor may have either at law or in equity arising out of any infringement thereof.

Should any additional instruments or documents need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, including, without limitation, any and all assignment documents to confirm a transfer and assignment of any trademark applications as may be required by the U.S. Trademark Office (including, without limitation, assignment documents for the pending application with Serial Number 87635534 filed with the U.S. Trademark Office), Transferor agrees to promptly execute and deliver any and all such instruments or documents, and if Transferor should fail to do so within ten (10) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney-in-fact to execute such instruments or documents on behalf of Transferor.

{Signature Page to Follow}

IN WITNESS WHEREOF, Transferor has caused this Assignment to be executed in its name on the date first above written.

Hardie's Fruit and Vegetable Company, LP

By: Hardie's F&V, LLC  
Its: General Partner

By: [Signature]  
Name: Jason Pounds  
Title: Manager

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Jason Pounds (name), Manager (title) of Hardie's F&V, LLC, the general partner of Hardie's Fruit and Vegetable Company, LP, a limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 12 day of March, 2018.

[Signature]  
Notary Public in and for the  
State of Texas

