TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM477752

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARCHER-DANIELS-MIDLAND COMPANY		06/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	RUSH DIRECT, INC.	
Street Address:	890 North Wood Dale Road	
City:	Wood Dale	
State/Country:	ILLINOIS	
Postal Code:	60191	
Entity Type:	Corporation: ILLINOIS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4073389	POP'N BITES

CORRESPONDENCE DATA

Fax Number: 9135494646

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.

Phone: 9135494700

ekdkdocket@kcpatentlaw.com Email:

Marcia J. Rodgers **Correspondent Name:**

Address Line 1: 8900 State Line Road, Suite 500

Address Line 4: Leawood, KANSAS 66206

NAME OF SUBMITTER:	Marcia J. Rodgers
SIGNATURE:	/Marcia J. Rodgers/
DATE SIGNED:	06/12/2018

Total Attachments: 2

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> **TRADEMARK** REEL: 006399 FRAME: 0088

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), with an effective date of June 2017, is entered into by and between ARCHER-DANIELS-MIDLAND COMPANY, a Delaware corporation, having a place of business at 4666 Faries Parkway, Decatur, Illinois 62526, USA (the "Assignor") and RUSH DIRECT INC., a // (state) ____ corporation, with a place of business at 890 North Wood Dale Road, Wood Dale, Illinois 60191 (the "Assignee").

WHEREAS, Assignor is the owner of certain United States trademarks, set forth in Schedule A shown below (the "Trademarks"); and

WHEREAS, Assignor desires to assign all right, title, and interests in the Trademarks, together with all goodwill associated with the Trademarks to Assignee, and

WHEREAS, Assignee desires to acquire all right, title, and interest in the Trademarks, together with all goodwill associated with the Trademarks from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated with the use of and symbolized by the Trademarks, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present, or future infringements or dilution of or damage to the Trademarks or its associated goodwill.

Assignor agrees that, without further consideration, it will cause to be performed such lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States. Assignee shall be responsible for all fees for recordation of this Assignment, and Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

THIS TRADEMARK ASSIGNMENT AGREEMENT shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Signed as of this Flow of Marie 2017.

Assigner:

ARCHER DANIE SMIDNAND CO.

By:

By:

By:

Name:

DAVID PROBERT

Title: EXECUTIVE DIRECTOR.

Title: EXECUTIVE DIRECTOR.

TRADEMARK REEL: 006399 FRAME: 0089

SCHEDULE A

Mark	Registration Number	International Class
"POP'N BITES"	U.S. 4,073,389	031
	· ·	

POP'N BITES



TRADEMARK REEL: 006399 FRAME: 0090

RECORDED: 06/12/2018