

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Idaho Supreme Potatoes, Inc.		02/14/2018	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Idaho Supreme Potatoes, LLC		
Street Address:	4723 East 100 North		
City:	Rigby		
State/Country:	IDAHO		
Postal Code:	83442		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3766624	IDAHO SUPREME	
Registration Number:	3833742	IDAHO SUPREME	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26061-2		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	08/09/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 14, 2018 (the "Effective Date"), by and between Idaho Supreme Potatoes, Inc., an Idaho corporation ("Assignor") and Idaho Supreme Potatoes, LLC, Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of the trademarks and trademark registrations and applications identified on Exhibit A to the Contribution Agreement (collectively, the "Trademarks"); and

B. Assignor and Assignee have entered into that certain Contribution and Acceptance Agreement, dated as of February 14, 2018 (the "Contribution Agreement") pursuant to which Assignor has agreed to contribute, assign, transfer, convey and deliver to Assignee certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Contribution Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT


1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Contribution Agreement.
2. Assignment. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in, to, and under, the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to: (i) all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks; (ii) the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks; (iii) all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks; and (iv) any corresponding rights that, now or hereafter, may be secured throughout the world with respect to such Trademarks. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office,

and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Terms of the Contribution Agreement. Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Contribution Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control. Articles 5, 6, 7, 8, 9, 10, and 11 of the Contribution Agreement are hereby incorporated by reference into this Assignment.

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

IDAHO SUPREME POTATOES, INC.

By: 
Name: Vondel Chapman
Its: President

IDAHO SUPREME POTATOES, LLC




By: 
Name: Vondel Chapman
Its: President

EXHIBIT A
Intellectual Property Rights

TRADEMARKS

Trademark	US Serial No. / Filing Date	Reg. No. / Reg. Date
IDAHO SUPREME	77781851 07/15/2009	3766624 03/30/2010
IDAHO SUPREME & Design 	[REDACTED] 07/15/2009	3833742 08/17/2010
IDAHO SUPREME	Registered in Idaho	12463 11/14/1988
TOP QUALITY	Registered in Idaho	12450 11/07/1988
SUPREME	Registered in Idaho	6460 11/20/1967
ACE	Registered in Idaho	6461 11/20/1967
MOM'S CHOICE	74252384 03/05/1992	1813092 12/21/1993
TOP QUALITY & Design 	[REDACTED]	0848266 04/30/1968

DOMAIN NAME REGISTRATIONS

Domain Name	Registrant	Registrant Organization	Registrar	Expiration Date
idahosupreme.com	Idaho Supreme Potatoes, Inc.	Idaho Supreme Potatoes, Inc. Idaho Supreme Potato 614 E 800 N Firth, Idaho 83236	Network Solutions	2018-01-25

Exhibit to Contribution and Acceptance Agreement