

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORPAC Foods, Inc.		08/24/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Kettle NW, LLC		
Street Address:	2100 McKinney Avenue, Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4888664	CHILI SUPREME	
Registration Number:	2363214	MAIN COURSE	
Registration Number:	3693273	SCRATCH RECIPE	
Registration Number:	4656925	SOUP SELECT	
Registration Number:	1527173	SOUP SUPREME	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6508023000		
Email:	brian.lee@weil.com		
Correspondent Name:	Luis Gonzalez		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065		
NAME OF SUBMITTER:	Luis Gonzalez		
SIGNATURE:	/Luis Gonzalez/		
DATE SIGNED:	08/28/2018		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of August 24, 2018 (the "Effective Date"), between NORPAC Foods, Inc., an Oregon cooperative corporation ("Assignor"), and Kettle NW, LLC, a Delaware limited liability company ("Assignee").

For 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:

1. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of the following (collectively, the "Trademark Rights"):

(a) all of Assignor's right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the trademarks and trademark registrations set forth in Schedule A (collectively, the "Assigned Trademarks"), together with the goodwill of the Business (as such term is defined in that certain Asset Purchase Agreement, executed concurrently with this Assignment, by and between Assignor and Assignee) symbolized by the Assigned Trademarks and the goodwill of the Business in connection with which the Assigned Trademarks are used;

(b) all of Assignor's rights to causes of action and remedies related to the Assigned Trademarks, including the right to sue (including for damages and injunctive relief), counterclaim and recover for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all of Assignor's rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks;

(d) all of Assignor's rights to prosecute and maintain the Assigned Trademarks;
and

(e) all other rights and interests of Assignor arising out of, in connection with or in relation to the Assigned Trademarks.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office and each other trademark office or applicable governmental agency in each applicable jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

3. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute unless this Assignment expressly states otherwise), without giving effect to conflict of law principles thereof.

4. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

5. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words “include”, “including” and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive.

6. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

ASSIGNOR

NORPAC Foods, Inc.

By: *Shawn Campbell*

Name: Shawn Campbell

Title: President

ASSIGNEE

Kettle NW, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

ASSIGNOR

NORPAC Foods, Inc.


By: _____

Name: _____

Title: _____

ASSIGNEE

Kettle NW, LLC

By:  _____




Name: Jeff Moredock

Title: Secretary, Vice President, Assistant
Treasurer





SCHEDULE A

Trademarks and Trademark Registrations

Trademarks

	Trademark	Date of First Use	Date of First Use in Commerce
1.	 (in any color or combination of colors)	May 1, 2009	May 1, 2009
2.	 (in any color or combination of colors)	June 15, 2009	June 15, 2009
3.	 (in any color or combination of colors)	October 28, 2014	October 28, 2014
4.	Soup Supreme (in all configurations)	February 23, 1987	February 23, 1987

Trademark Registrations

	Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
1.	CHILI SUPREME	Canada	Registered	1415063	10/20/2008	TMA759955	2/19/2010
2.	CHILI SUPREME	United States	Registered	86/630,949	5/15/2015	4,888,664	1/19/2016
3.	MAIN COURSE	United States	Registered	75/558,469	9/14/1998	2,363,214	6/27/2000
4.	SCRATCH RECIPE	United States	Registered	77/327,167	11/12/2007	3,693,273	10/6/2009
5.	SOUP SELECT	United States	Registered	85/889,817	3/28/2013	4,656,925	12/16/2014
6.		United States	Registered	73/726,978	5/9/1988	1,527,173	2/28/1989
7.		Canada	Registered	687919	8/16/1991	TMA424068	3/4/1994
8.		Korean Republic	Registered	3372/96	1/30/1996	368146	7/8/1997
9.		Mexico	Registered	804587	9/5/2006	982553	9/5/2006
10.	SOUP SUPREME	China	Registered	4803442	7/28/2005	4803442	4/14/2008