

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tyson Prepared Foods, Inc.		09/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TNT Crust LLC		
Street Address:	13413 Galleria Circle		
Internal Address:	Suite Q-300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78738		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75567071	READI RISE	
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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	14214-56-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	09/12/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**IP Assignment**”), dated as of September 2, 2018, is made by and between TYSON PREPARED FOODS, INC., a Delaware corporation with offices located at 2200 West Don Tyson Parkway, Springdale, Arkansas 72762 (“**Seller**”), in favor of TNT CRUST LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between Seller and Buyer, dated as of August 7, 2018 (the “**Purchase Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, assigned, transferred, conveyed and delivered to Buyer, among other assets, the Intellectual Property Assets of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the domain names set forth on Schedule 1, including the current registration thereof;

(b) the tradename and trademark registrations and applications set forth on Schedule 2 and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller 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 IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement 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 or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, PDF copy or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[END OF ASSIGNMENT; BALANCE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first written above.

TYSON PREPARED FOODS, INC.

By: 

Name: R. Read Hudson

Title: Senior Vice President and Secretary

AGREED TO AND ACCEPTED:

TNT CRUST LLC

By: 
Name: Robert Pistilli
Title: Authorized Signatory

Address for Notices:

13413 Galleria Circle
Suite Q-300
Austin, Texas 78738

SCHEDULE 1

ASSIGNED DOMAIN NAMES

- o www.tntrust.com (US)
- o www.tntrust.cn (CHINA)
- o www.tntrust.com.cn (CHINA)
- o www.tntrust.kr (SOUTH KOREA)
- o www.tntrust.co.kr (SOUTH KOREA)

SCHEDULE 2

ASSIGNED TRADENAME AND TRADEMARK REGISTRATIONS

- Registration of Tradename “TNT Crust” with the State of Wisconsin – Department of Financial Institutions on September 30, 2015.
- Registration of Trademark “READI RISE” with US Patent and Trademark Office; Serial No. 75567071; Registered August 20, 2002.