

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Ribbon, LP		12/21/2018	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Cloverdale Foods Company		
Street Address:	3015 34th St. NW		
City:	Mandan		
State/Country:	NORTH DAKOTA		
Postal Code:	58554		
Entity Type:	Corporation: NORTH DAKOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2459977	BLUE RIBBON BRAND TEXAS TRADITIONS	
Registration Number:	2064470	BLUE RIBBON BRAND	
Registration Number:	4082802	BLUE RIBBON BRAND SINCE 1946	
Registration Number:	4079537	TEXAS TRADITIONS BLUE RIBBON BRAND PURVE	
Registration Number:	3913354	TEXAS TRADITIONS	
Registration Number:	5377260	TEXAS FAVORITE SINCE 1946	
Registration Number:	4584908	TEJANO GOLD FINEST QUALITY	
CORRESPONDENCE DATA			
Fax Number:	8474905362		
<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:	8473030737		
Email:	Intproplaw@aol.com		
Correspondent Name:	Jeffrey S Wilson		
Address Line 1:	2300 N. Barrington Rd., Suite 400		
Address Line 2:	Suite 400		
Address Line 4:	Hoffman Estates, ILLINOIS 60169		
NAME OF SUBMITTER:	Jeffrey S. Wilson		
SIGNATURE:	/jsw/		
DATE SIGNED:	01/14/2019		

OP \$190.00 2459977

Total Attachments: 3

source=Assignment of Marks, and other IP -- Executed (1)#page1.tif

source=Assignment of Marks, and other IP -- Executed (1)#page2.tif

source=Assignment of Marks, and other IP -- Executed (1)#page3.tif

ASSIGNMENT OF MARKS, PATENTS, COPYRIGHTS AND
PURCHASED PROPERTY RIGHTS

This ASSIGNMENT OF MARKS, PATENTS, COPYRIGHTS AND PURCHASED PROPERTY RIGHTS (this "Assignment") is made as of this 21st day of December by Blue Ribbon, LP, a Texas limited partnership ("Assignor"), having its principal place of business at 2030 North Loop West, Suite 100, Houston, TX 77018, in favor of Cloverdale Foods Company, a North Dakota Corporation ("Assignee"), having its principal place of business at 3015 34th St. NW, Mandan, ND 58554.

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") by and between Assignor and Assignee dated as of the date hereof, Assignor agreed to sell, assign, transfer and convey to Assignee all of Assignor's entire right, title and interest in and to all of the trademarks listed on the attached Schedule 1 (collectively, the "Trademarks"); and

WHEREAS, the Purchase Agreement contemplates that Assignor will execute and deliver this Assignment to Assignee to evidence the sell, assignment, transfer and conveyance of the Trademarks;

NOW THEREFORE, be it known by all whom it may concern that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee for the territory of the United States of America and the entire world all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all causes of action and the right to sue and recover for past, present and future infringements of said Trademarks.

At Assignee's cost and expense, Assignor hereby covenants and agrees that Assignor will at any time, upon the request of Assignee, execute and deliver any and all additional assignments and other instruments and do all lawful acts that may be reasonably necessary or desirable to perfect the title to the Trademarks in the name of Assignee, its successors and assigns.

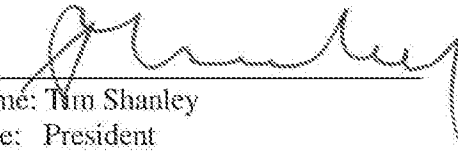
[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, Assignor executes this Assignment of Marks, Patents, Copyrights and Purchased Property Rights effective as of the date first set forth above.

ASSIGNOR:





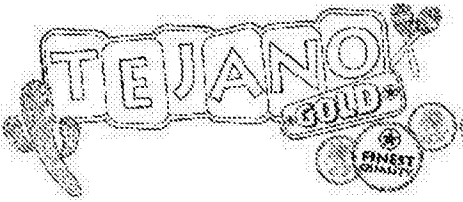
BLUE RIBBON, LP

By: Prefco Corp., its general partner

By: 
Name: Tim Shanley
Title: President

SCHEDULE 1

Trademarks

Trademark	Registration Number
BLUE RIBBON BRAND TEXAS TRADITIONS	U.S. Registration No. 2,459,977
	U.S. Registration No. 2,064,470
	U.S. Registration No. 4,082,802
	U.S. Registration No. 4,079,537
TEXAS TRADITIONS	U.S. Registration No. 3,913,354
	U.S. Registration No. 5,377,260
	U.S. Registration No. 4,584,908