

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM506751

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert Rothschild Farm, LLC		05/19/2017	Corporation: Limited Liability Company
RECEIVING PARTY DATA			
Name:	Cincinnati Preserving Company		
Street Address:	3015 E. Kemper Rd.		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45241		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85807962	GAMEDAY	
Serial Number:	86839354	SMALL BATCH. FROM SCRATCH.	
Registration Number:	3662632	ANNA MAE'S	
Registration Number:	4183580	GAME DAY GOURMET	
Registration Number:	3700158	GAMEDAY	
Registration Number:	2777046	MADE IN-NAPA VALLEY	
Registration Number:	3855685	ROBERT ROTHSCHILD FARM	
Registration Number:	3634280	ROBERT ROTHSCHILD FARM	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	2486411600		
Email:	troymailroom@hdp.com		
Correspondent Name:	Elizabeth K. Brock/Harness Dickey Pierce		
Address Line 1:	5445 Corporate Drive		
Address Line 2:	Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	Elizabeth K. Brock		
SIGNATURE:	/EKB/		

CH \$215.00 85807962

DATE SIGNED:	01/22/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment"), is dated as of May 19, 2017 (the "Effective Date"), and is made and entered into by and between Robert Rothschild Farm, LLC, a Delaware limited liability company ("Assignor") and Cincinnati Preserving Company, an Ohio corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into as of May 19, 2017 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer certain assets to Assignee as more fully described in the Purchase Agreement;

WHEREAS, Assignor is the exclusive owner of all right, title, and interest in and to the Assigned Trademarks (as defined below); and

WHEREAS, Assignee has agreed in the Purchase Agreement to acquire and accept all of Assignor's right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance.

- (a) Assignor hereby sells, conveys, assigns and transfers to Assignee, all of Assignor's right, title and interest in and to the Assigned Trademarks. "Assigned Trademarks" means all intellectual property rights in and to: (i) the trademarks set forth on Schedule A and all other trademarks included in the Purchased Assets (as defined in the Purchase Agreement), together with the goodwill associated with the use of, and symbolized by, such trademarks, and (ii) all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, all of rights to apply for and maintain all registrations, renewals and/or extensions thereof; to claim priority under United States law or applicable international treaty or convention; to bring actions and recover damages for past, present and future infringement or other violation thereof; and to grant licenses or other interests therein.
- (b) Without limiting the generality of Section 1(a), with respect to United States intent-to-use trademark applications included in the Assigned Trademarks ("ITU Applications"), the assignment granted in this Section 1 accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business or portion of the business to which such ITU Applications pertain, and that business is ongoing and existing, or the transfer of such ITU Applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such ITU Applications or the validity or enforceability of registrations issuing from such ITU Applications.

2. Recordation. Each Assignor hereby authorizes Assignee to record this Assignment with any Governmental Authority (as defined in the Purchase Agreement) so as to perfect its ownership of the Assigned Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Assigned Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct.

3. Further Assurances. At the reasonable request of Assignee, and at Assignee's expense, Assignor shall, without further consideration, execute and deliver or procure the execution and delivery of such instruments of transfer, conveyance, assignment and assumption, and, at Assignee's expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Assignment (and in the Purchase Agreement with respect to this Assignment), or to give effect to the transactions contemplated by this Assignment (and by the Purchase Agreement with respect to this Assignment).

4. No Modification of the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and each of their respective successors and assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment or the transactions contemplated hereby, shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

ROBERT ROTHSCHILD FARM, LLC

By: 

Name: Adam Wise

Title: Authorized Representative

ASSIGNEE:

CINCINNATI PRESERVING COMPANY

By: _____

Name: Andrew Liscow

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

ROBERT ROTHSCHILD FARM, LLC

By: _____

Name:

Title:

ASSIGNEE:

CINCINNATI PRESERVING COMPANY



By: Andrew S. Liscow

Name: Andrew Liscow

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
GAMEDAY	US	85807962 12/20/2012	—
MADE IN NAPA VALLEY and Design 	US	86746789 9/3/2015	—
SMALL BATCH. FROM SCRATCH.	US	86839354 12/4/2015	—
ANNA MAE'S	US	77487505 5/30/2008	3662632 8/4/2009
GAME DAY GOURMET	US	77638766 12/23/2008	4183580 7/31/2012
GAMEDAY	US	77597875 10/22/2008	3700158 10/20/2009
MADE IN NAPA VALLEY	US	78172952 10/10/2002	2777046 10/21/2003
ROBERT ROTHSCHILD FARM	US	77816435 8/31/2009	3855685 10/5/2010
ROBERT ROTHSCHILD FARM and Design 	US	77549503 8/18/2008	3634280 6/9/2009
VINEYARD PANTRY	US	77415501 3/6/2008	4047321 11/1/2011
ANNA MAE'S	Canada	1419946 11/28/2008	TMA773680 8/4/2010
GAMEDAY	Canada	1435227 4/21/2009	TMA823490 5/7/2012
GAMEDAY GOURMET	Canada	1442560 6/23/2009	TMA829031 8/2/2012
ROBERT ROTHSCHILD FARM	Canada	1452761 9/23/2009	TMA806128 9/7/2011

Schedule A to Trademark Assignment