

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503910

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flagship Food Group LLC		12/28/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Treasure Valley Food Holdings, LLC		
<b>Street Address:</b>	851 N. Hickory Avenue, Suite 200		
<b>City:</b>	Meridian		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83642		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4384973	FLAGSHIP	
<b>Registration Number:</b>	4388943	FLAGSHIP FOOD GROUP	
<b>Registration Number:</b>	4526390	FLAGSHIP FOOD GROUP	
<b>Registration Number:</b>	4388944	FLAGSHIP LOGISTICS	
<b>Registration Number:</b>	4722329	FLAGSHIP THREE SIXTY PACKAGING	
<b>Registration Number:</b>	4438989	JOIN IN OUR PASSION	
<b>Registration Number:</b>	5570910	LILLY BS	
<b>Registration Number:</b>	4722328	THREE SIXTY PACKAGING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>			
<b>Phone:</b>	585-263-1000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 CLINTON SQUARE		
<b>Address Line 4:</b>	ROCHESTER, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	38726-48		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		

CH \$215.00 4384973

<b>SIGNATURE:</b>	/kristenmollnowwalsh/
<b>DATE SIGNED:</b>	12/31/2018
<b>Total Attachments: 4</b> source=Flagship Food Group LLC to Treasure Valley Food Holdings, LLC 4815-3997-8627 v (2)#page1.tif source=Flagship Food Group LLC to Treasure Valley Food Holdings, LLC 4815-3997-8627 v (2)#page2.tif source=Flagship Food Group LLC to Treasure Valley Food Holdings, LLC 4815-3997-8627 v (2)#page3.tif source=Flagship Food Group LLC to Treasure Valley Food Holdings, LLC 4815-3997-8627 v (2)#page4.tif	

## TRADEMARK ASSIGNMENT

This ASSIGNMENT, effective as of December 28, 2018, is made by Flagship Food Group LLC, a Delaware limited liability company, having its principal place of business at 6455 S. Yosemite Street, Suite 140, Greenwood Village, Colorado 80111 (the "Assignor"), and Treasure Valley Food Holdings, LLC, a Delaware limited liability company, having its principal place of business at 851 N. Hickory Avenue, Suite 200, Meridian, Idaho 83642 (together with its successors and assigns, the "Assignee").

The Assignor owns the trademarks and all trademark applications and/or registrations therefor and all common law rights associated therewith, that are listed in Schedule A attached hereto and incorporated herein by reference (collectively, the "Marks").

The Assignor has agreed to assign to the Assignee all of the rights, title, and interests of the Assignor in and to the Marks, and the Assignee has agreed to accept said assignment.

For TEN DOLLARS (USD) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee, as the successor to the portion of the ongoing and existing business to which the Marks pertain, hereby accepts from the Assignor, all of the rights, title, and interests of the Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, with the right to recover for damages and profits and all other remedies for past infringements thereof.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Trademark Assignment is given pursuant to the terms of the Contribution Agreement between the Assignor and Assignee, dated as of December 28, 2018 (the "Contribution Agreement"). The terms and conditions of the Contribution Agreement are incorporated herein by reference. All capitalized terms used herein but not otherwise defined shall have the same meanings as set forth in the Contribution Agreement. In the event of a conflict or inconsistency between the provisions of this Trademark Assignment and the provisions of the Contribution Agreement, the provisions of the Purchase Agreement will prevail.

[Signature page follows]

**ASSIGNOR:**

Flagship Food Group LLC

Dated: December 28, 2018

By:   
Name: Jorge Ayon  
Title: Chief Financial Officer

**ASSIGNEE:**

Treasure Valley Foods Holdings, LLC

Dated: December 28, 2018

By: \_\_\_\_\_  
Name: Tyler Smith  
Title: Chief Financial Officer

*[Signature page to Trademark Assignment]*

**ASSIGNOR:**

Flagship Food Group LLC

Dated: December 28 2018

By: \_\_\_\_\_

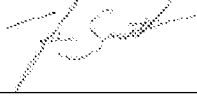
Name: Jorge Ayon

Title: Chief Financial Officer

**ASSIGNEE:**

Treasure Valley Foods Holdings, LLC

Dated: December 28 2018

By:  \_\_\_\_\_

Name: Tyler Smith

Title: Chief Financial Officer

[Signature page to Trademark Assignment]

## SCHEDULE A

1. United States Trademark Registrations:

Mark	Registration Number
FLAGSHIP (and Design)	4,384,973
FLAGSHIP FOOD GROUP	4,388,943
FLAGSHIP FOOD GROUP	4,526,390
FLAGSHIP LOGISTICS	4,388,944
FLAGSHIP THREE SIXTY PACKAGING	4,722,329
JOIN IN OUR PASSION	4,438,989
Lilly Bs	5,570,910
THREE SIXTY PACKAGING	4,722,328

2. Foreign Trademark Registrations:

Mark	Jurisdiction	Registration Number
FLAGSHIP (and Design)	European Union	011844693
FLAGSHIP (and Design)	Mexico	1461155
FLAGSHIP (and Design)	Mexico	1398345