

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bright Harvest Sweet Potato Co.		09/25/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	The Pictsweet Company		
Street Address:	Ten Pictsweet Drive		
City:	Bells		
State/Country:	TENNESSEE		
Postal Code:	38006		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4759413	BRIGHT HARVEST SWEET POTATO CO.	
Registration Number:	4755192	PLATE MATES SIDE DISH SOLUTIONS	
Registration Number:	4747797	BRIGHT HARVEST	
Registration Number:	4646576	POTATO FUSION	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	101005-205		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	01/09/2019		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is effective as of October 1, 2018 (the "Effective Date"), by and between **Bright Harvest Sweet Potato Co.**, an Oregon corporation (the "Assignor"), and **The Pictsweet Company**, a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement ("Purchase Agreement"), dated as of September 25, 2018, pursuant to which the Assignor is selling, and Assignee is acquiring, certain assets of Assignor;

WHEREAS, Assignor exclusively owns all rights, title and interest in and to the trademarks set forth in Schedule A attached hereto and incorporated by this reference (the "Marks");

WHEREAS, Assignor wishes to assign the Marks and any registrations and/or applications for such Marks with the U.S. Patent and Trademark Office to Assignee; and

WHEREAS, in connection with the Purchase Agreement, the parties desire to effectuate and memorialize their desire for Assignor to assign to Assignee and Assignee to receive from Assignor all rights, title and interest in and to the Marks and any registrations and/or applications for such Marks with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor the Marks, and all rights, title and interests in and to the Marks and their respective applications, and all goodwill associated with and symbolized by the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, and the registrations and applications therefor, including without limitation, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for past, present, and future infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits arising from the Marks, including monetary benefit obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, upon Assignee's reasonable request and without further consideration, to cause such further acts as may be necessary or desirable to confirm, transfer, perfect, and defend Assignee's ownership of any Mark, including without limitation: (a) executing, acknowledging, and delivering any requested affidavits and documents of assignment and conveyance; (b) assisting in the preparation, prosecution, procurement, maintenance and enforcement of all Marks; (c) providing testimony in connection with any proceeding affecting the right, title or interest of Assignee in any Marks; and/or (d) performing any other acts Assignee deems necessary to carry out the purposes of this Assignment. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document necessary to give effect to the assignment of the Mark to Assignee hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf

and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. The parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement. 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. This Assignment is absolute, exclusive and irrevocable.

5. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. This Assignment and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. This Assignment, and any subsequent written amendments or modifications to this Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its or any other jurisdiction's conflict of laws rules or principles. This Assignment may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, each party, with the intent to be legally bound, has caused this Trademark Assignment to be entered into and executed by their duly authorized representatives as of the Effective Date.

Bright Harvest Sweet Potato Co.

The Pictsweet Company

By: 

By: _____

Name: Rex Kues

Name: _____

Title: President

Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each party, with the intent to be legally bound, has caused this Trademark Assignment to be entered into and executed by their duly authorized representatives as of the Effective Date.

Bright Harvest Sweet Potato Co.

By: _____

Name: _____

Title: _____

The Pletsweet Company

By: Wesley F. Eubank

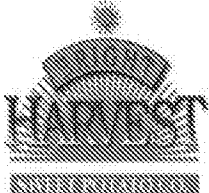



Name: Wesley F. Eubank

Title: President, CEO

[Signature Page to Trademark Assignment]

SCHEDULE A

MARKS

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Liens
BRIGHT HARVEST SWEET POTATO CO. 	86423587 October 14, 2014	4759413 June 23, 2015	Registered	N/A
PLATE MATES SIDE DISH SOLUTIONS 	86424366 October 15, 2014	4755192 June 16, 2015	Registered	N/A
BRIGHT HARVEST 	86423648 October 14, 2014	4747797 June 2, 2015	Registered	N/A
POTATO FUSION 	86148938 December 19, 2013	4646576 November 25, 2014	Registered	N/A