

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRU Enterprises LLC		05/14/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TRU Aseptics LLC		
Street Address:	2924 Wyetta Drive		
City:	Beloit		
State/Country:	WISCONSIN		
Postal Code:	53511		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4437330	TRU INGREDIENTS	
Registration Number:	4464024	TRU ASEPTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122844907		
Email:	marissa.yu@freshfields.com		
Correspondent Name:	Marissa Yu		
Address Line 1:	601 Lexington Ave		
Address Line 2:	31st Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Marissa Yu		
SIGNATURE:	/mmy/		
DATE SIGNED:	05/15/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (Agreement), dated as of May 14, 2019 is entered into by and between TRU Enterprises LLC (**Assignor**), a Delaware limited liability company, and TRU Aseptics LLC (**Assignee**), a Wisconsin limited liability company. Assignor and Assignee are referred to herein individually as a **Party** and collectively as the **Parties**. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Purchase Agreement (as defined below).

WHEREAS, Sierra Enterprises, LLC, a Delaware limited liability (**Purchaser**) and Assignor have entered into a purchase agreement, dated as of April 9, 2019 (the **Purchase Agreement**), pursuant to which Purchaser has purchased from Assignor all of the Equity Interests of Assignee, and TRU Beloit Properties LLC, a Wisconsin limited liability company (**TRU Beloit** and together with Assignee, the **Target Companies**);

WHEREAS, under the terms of the Purchase Agreement, Assignor and Assignee have entered into an Assignment and Assumption Agreement, dated as of April 9, 2019, pursuant to which Assignor has agreed to sell, assign, grant, convey and transfer to Assignee all of Assignor's rights, title and interest in and to, among other assets, certain Intellectual Property;

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

1. **Assignment.** Assignor hereby irrevocably sells, assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the following:
 - (a) all Intellectual Property used in or for the operations or conduct of the Business, including the trademark registrations set forth on Schedule 1 hereto (the **Assigned Trademarks**), and all issuances, extensions, and renewals thereof, together with the goodwill connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignor, throughout the world, accruing under any of the foregoing, whether provided by Applicable Law of any jurisdiction, by international treaties and conventions, or otherwise;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; 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.
2. **Recordation and Further Assurances.** Assignor 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 Agreement upon request by Assignee. Each Party shall promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer reasonably requested by the other Party and necessary for the requesting Party to satisfy

its obligations hereunder or to obtain the benefits of the transactions contemplated hereby.

3. **Terms of the Purchase Agreement.** The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. 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 Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.
5. **Successors and Assigns.** This Agreement shall be binding upon and shall inure solely and exclusively to the benefit of the Parties and their successors and permitted assigns.
6. **Governing Law.** The validity, interpretation and enforcement of this Agreement will be governed by the laws of the State of Delaware, without regard to the conflict of laws provisions thereof that would cause the laws of another state to apply.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first written above.

ASSIGNOR

TRU Enterprises LLC

By: First Focus Advisors, LLC, its Manager

By:  _____
Stacey J. Huels, its Manager

ASSIGNEE

TRU Aseptics LLC

By: _____
Name: Ed Carolan
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first written above.

ASSIGNOR

TRU Enterprises LLC

By: First Focus Advisors, LLC, its Manager

By: _____
Stacey J. Huels, its Manager

ASSIGNEE

TRU Aseptics LLC

By:  _____
Name: Ed Carolan
Title: Chief Executive Officer

SCHEDULE 1

Assigned Trademarks

Grantor	Mark	Serial No.	Filing Date	Registration Number	Registration Date
TRU Enterprises, LLC	TRU Ingredients	N/A	N/A	4,437,330	11/19/13
TRU Enterprises, LLC	TRU Aseptics	N/A	N/A	4,464,024	1/7/14