

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunshine Mills, Inc.		04/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dollar General Corporation		
Street Address:	100 Mission Ridge		
City:	Goodlettsville		
State/Country:	TENNESSEE		
Postal Code:	37072		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5710192	HEARTLAND FARMS	
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:	(307) 426-4080		
Email:	lee@dickinsonlawpc.com		
Correspondent Name:	Lee R. Dickinson		
Address Line 1:	1603 Capitol Avenue, Suite 301		
Address Line 4:	Cheyenne, WYOMING 82001		
NAME OF SUBMITTER:	Lee R. Dickinson		
SIGNATURE:	/lee r dickinson/		
DATE SIGNED:	05/28/2019		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Agreement") is made as of April 30, 2019 (the "Effective Date"), by and between Sunshine Mills, Inc. (the "Assignor"), and Dollar General Corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Master Supply Agreement dated January 1, 2015, as amended (the "MSA"); and

WHEREAS, as partial consideration for entering into the MSA, the Assignor agreed therein to transfer certain intellectual property rights to the Assignee upon the occurrence of certain events, which events the parties agree have now occurred.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained below, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor is the registered owner of HEARTLAND FARMS, a trademark that is registered in the United States Patent and Trademark Office, Registration No. 5,710,192 (the "Mark").
2. The Assignor hereby conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the Mark, together with (a) the goodwill relating to the products on which the Mark has been used and for which it is registered, (b) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and (c) all rights to sue for past, present and future infringement or misappropriations of the Mark.
3. The Assignor represents and warrants, to the best of its knowledge, that: (a) it is the owner of all right, title and interest in the Mark; (b) no rights in the Mark have been pledged, assigned or otherwise encumbered, and there are no liens on the Mark; and (c) there are no pending or threatened third party or governmental actions involving the Mark.
4. The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the mark and its related property.
5. The Assignee hereby accepts the assignment of such ownership and rights from the Assignor.

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this Assignment as of the Effective Date

ASSIGNOR:

ASSIGNEE:

Sunshine Mills, Inc.

Dollar General Corporation

By: Ryan Brown 5/7/2019

By: [Signature]

Its: Vice President of Marketing

Its: SVP



TRADEMARK