

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534969

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900502021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wayne Bailey, Inc.		10/02/2018	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wayne Bailey Produce Co., LLC
Street Address:	490 Old US Hwy 74
City:	Chadbourn
State/Country:	NORTH CAROLINA
Postal Code:	28431
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1611450	GIRL WATCHER
Registration Number:	1584999	GOOD-BUY A GOOD-BUY
Registration Number:	2312865	NUTRITIONAL ALL STARS
Registration Number:	2344240	NUTRITIONALLY FRESH
Registration Number:	5307524	PETITELINGS
Registration Number:	5307523	SWEET POTATO PETITELINGS
Registration Number:	1577996	PLAYBOY
Registration Number:	1584997	PLAY BOY
Registration Number:	1584998	

CORRESPONDENCE DATA

Fax Number: 9192779177

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.

Phone: 919-277-9100

Email: trademarks@wardandsmith.com

Correspondent Name: Ward and Smith, P.A.

Address Line 1: 751 Corporate Center Drive, Suite 300

Address Line 4: Raleigh, NORTH CAROLINA 27636-3009

ATTORNEY DOCKET NUMBER:	060377-00159
NAME OF SUBMITTER:	Erica B. E. Rogers, Associate Attorney
SIGNATURE:	/eber/
DATE SIGNED:	08/02/2019

Total Attachments: 9

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BILL OF SALE AND ASSIGNMENT

This BILL OF SALE (this "Bill of Sale") is made and entered into as of October 2, 2018, by WAYNE BAILEY, INC., a North Carolina corporation ("Seller"), in favor of WAYNE BAILEY PRODUCE CO., LLC, a Delaware limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller filed a chapter 11 bankruptcy case in the United States Bankruptcy Court for the Eastern District of North Carolina, Case No. 18-00284-5-SWH; and

WHEREAS, Seller filed a First Amended Plan (the "Plan") that provided that Seller would transfer and convey certain assets to Purchaser upon the Effective Date of Seller's Plan; and

WHEREAS, the Bankruptcy Court entered an Order Confirming Plan dated October 2, 2018, which approved the Seller's Plan; and

WHEREAS, capitalized terms used in this Bill of Sale and Assignment and not otherwise defined herein shall have the meanings assigned to them in the Order Confirming Plan and First Amended Plan of Reorganization, attached thereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Transfer of Intellectual Property Assets. Seller hereby sells, assigns, transfers, conveys, and delivers to Purchaser, and Purchaser hereby purchases and accepts from Seller, all of Seller's right, title, and interest in the trademarks and domain names shown on Exhibit A, attached hereto. The foregoing assignment of intellectual property includes all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and misappropriation and any other rights relating to any of the foregoing.

2. Registrations. Seller does hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all trademark registrations or similar rights which may be granted upon said intellectual property, or upon any improvements thereto, or any parts thereof, when granted, to Purchaser.

3. Transfer of Personal Property Assets. Seller hereby sells, assigns, transfers, conveys, and delivers to Purchaser, and Purchaser hereby purchases and accepts from Seller, all of Seller's right, title, and interest in Seller's computers, office equipment, furniture, and intangible assets, including but not limited to electronically stored information, customer lists, and other intangible assets in existence as of the Effective Date of the Plan.

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4. Excluded Assets. Notwithstanding any term or provision herein to the contrary, Seller is not selling or assigning to Purchaser, and Purchaser is not purchasing, assuming, performing or discharging the assets Excluded Assets pursuant to this Bill of Sale.

5. Conflict. This Bill of Sale and Assignment is subject to all of the terms and conditions of the Plan. No provision of this Bill of Sale shall be deemed to enlarge, alter or amend the terms or provisions of the Plan. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Bill of Sale and Assignment and the terms and conditions of the Plan, the terms and conditions of the Plan shall control.

6. Further Assurances. Following the Closing, the Parties agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be necessary to carry out the purposes and intents of this Bill of Sale and Assignment.

7. Governing Law. This Bill of Sale and Assignment shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not consistent with the Bankruptcy Code, the Laws of the State of North Carolina applicable to contracts made and performed in such State.

8. Counterparts. This Bill of Sale may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Bill of Sale and Assignment. The exchange of copies of this Bill of Sale and Assignment and of signature pages by facsimile transmission or portable document format (.pdf) shall constitute effective execution and delivery of this Bill of Sale and Assignment as to the Parties and may be used in lieu of the original Bill of Sale and Assignment for all purposes. Signatures of the Parties transmitted by facsimile transmission or portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

9. Severability. If any provision, clause or part of this Bill of Sale and Assignment, or the application thereof under certain circumstances, is held invalid, the remainder of this Bill of Sale and Assignment, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered as of the date first above written.

SELLER:

WAYNE BAILEY, INC.

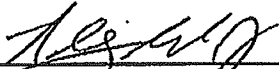
By: 
Robert Sterling Cook, CRO and CEO

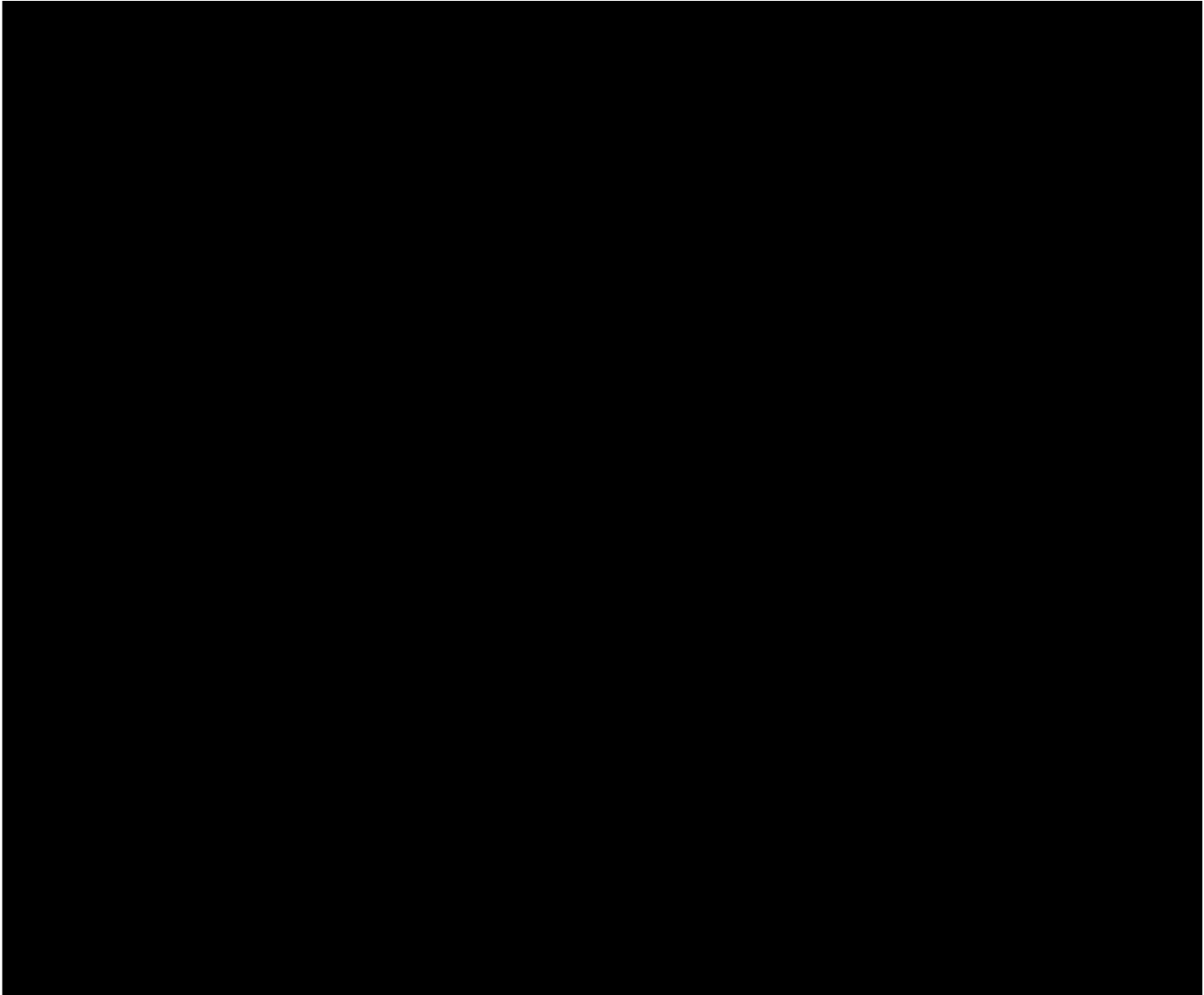
EXHIBIT A

Trademarks

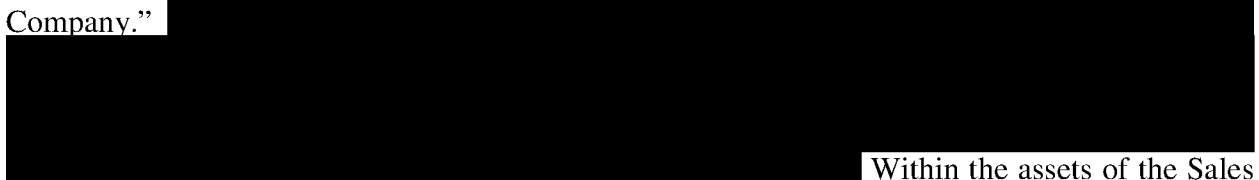
Trademark	Filing Date	Serial No	Reg No	Reg. Date
George Foods	15-Apr-2011	85296428	4082792	10-Jan-2012
Girl Watcher	15-May-1989	73799880	1611450	28-Aug-1990
Good-Buy A Good-Buy	15-May-1989	73799851	1584999	27-Feb-1990
LPB	25-Aug-1997	75346345	2178603	04-Aug-1998
Nutritional All Stars	25-Aug-1997	75346347	2312865	01-Feb-2000
Nutritional Bridge to the 21 st Century	09-Jan-1997	75222926	2121715	16-Dec-1997
Nutritionally Fresh	05-Aug-1999	75768188	2344240	18-Apr-2000
Petitelings	14-Apr-2016	87000570	5307524	10-Oct-2017
Sweet Potato Petitelings	14-Apr-2016	87000542	5307523	10-Oct-2017
Playboy	15-May-1989	73799881	1577996	16-Jan-1990
Play Boy	15-May-1989	73799845	1584997	27-Feb-1990
Playboy Design	15-May-1989	73799849	1584998	27-Feb-1990
Sweet Potato Fries-Sweet Sensations- The Sensible Side	15-Apr-2011	85296310	4160022	19-Jun-2012
Sweet Potato Frizzles	15-Apr-2011	85296242	4070146	13-Dec-2011
Sweet Potato Hearts	15-Oct-1996	75181329	2105367	14-Oct-1997
The Louisiana Playboy	25-Aug-1997	75346348	2176926	28-Jul-1998
With That Cajun Beta Carotene Beat ... And Good To Eat	25-Aug-1997	75346344	2175137	21-Jul-1998
You Choose How They Sizzle – Baked or Fried	15-Apr-2011	85296192	4056299	15-Nov-2011

Domain Names

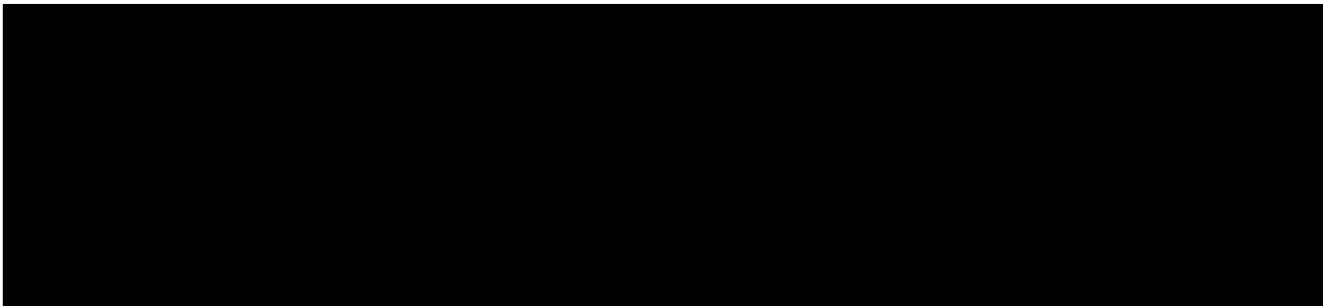
sweetpotatoes.com

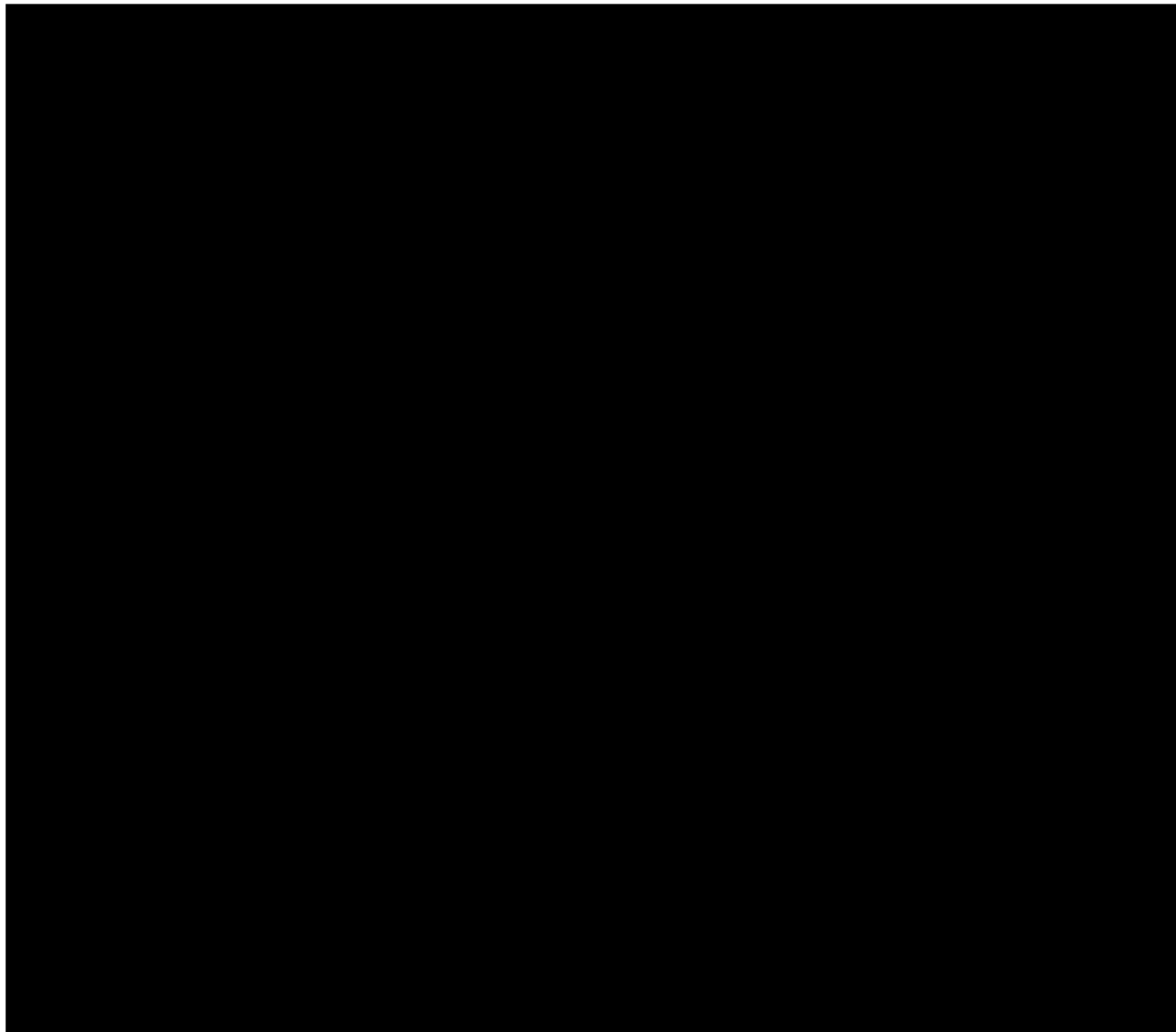


The third division is the Debtor's sales operation, referred to by the Debtor as the "Sales Company."



Within the assets of the Sales Company division are the Debtor's intangible assets, such as its trademarks, brands, goodwill, and customer lists.





Trademarks - The Debtor maintains several trademarks registered with the United States Trademark Office, as further itemized in its Schedules. [REDACTED]

These trademarks are one of the primary assets of the Sales Company as they reflect the Debtor's brands, which have gained recognition in the industry.

