

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535656

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900502045		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Imperial Beef, LLC		03/28/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Swift Beef Company		
<b>Street Address:</b>	1770 Promontory Circle		
<b>City:</b>	Greeley		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80634		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4087070	KATANA WAGYU BEEF	
<b>Registration Number:</b>	3580969	IMPERIAL WAGYU BEEF	
<b>Registration Number:</b>	3995164	IMPERIAL WAGYU BEEF FRANKFURTERS	
<b>Serial Number:</b>	88095672		
<b>Serial Number:</b>	88095650	IMPERIAL AMERICAN WAGYU BEEF EXCELLENCE,	
<b>Serial Number:</b>	88098646	IMPERIAL AMERICAN WAGYU BEEF EXCELLENCE,	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9702329927		
<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>	9702256700		
<b>Email:</b>	kcollins@cp2law.com		
<b>Correspondent Name:</b>	Kay L. Collins		
<b>Address Line 1:</b>	103 W. Mountain Ave.		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Fort Collins, COLORADO 80524		
<b>ATTORNEY DOCKET NUMBER:</b>	10151101 IMPERIAL BEEF		
<b>NAME OF SUBMITTER:</b>	Kay L. Collins		

<b>SIGNATURE:</b>	/Kay L. Collins/
<b>DATE SIGNED:</b>	08/07/2019
<b>Total Attachments: 3</b> source=00404959#page1.tif source=00404959#page2.tif source=00404959#page3.tif	

## Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment and Assumption Agreement") is made and entered into on March 28, 2019, by and among Imperial Beef, LLC, a Texas limited liability company, doing business as Imperial Wagyu Beef, LLC in Nebraska ("Assignor") and Swift Beef Company, a Delaware corporation ("Assignee"). This Agreement is made pursuant to and in accordance with the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), among Assignor and Assignee. All capitalized terms used herein without definition have the respective meanings given to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

1. Assignment and Assumption. Assignor hereby sells, transfers, assigns, and delivers to Assignee all of Assignor's right, title and interest in and to each of the Purchased Assets, including the good will of the business connected with the Purchased Assets, except for the Bulls, and Assignee hereby assumes and agrees to pay, perform and discharge when due, pursuant to the terms of the Purchase Agreement, the Assumed Liabilities. Assignee assumes none of the Excluded Liabilities.

2. Terms of the Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to all of the respective representations, warranties, agreements, covenants, terms, conditions and limitations set forth therein. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of 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.

3. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws rules thereof that would require the application of the laws of any other jurisdiction.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first hereinabove written.

"ASSIGNOR"

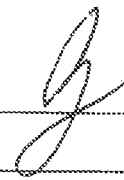
Imperial Beef, LLC

A Texas limited liability company

By:

Name:

Title:

  
Arthur L. Wagner  
Partner

"ASSIGNEE"

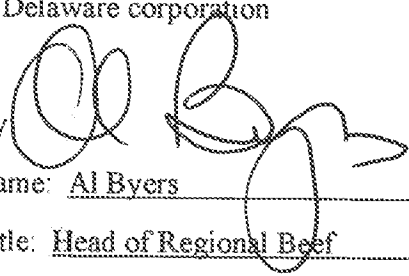
Swift Beef Company

A Delaware corporation

By:

Name: Al Byers

Title: Head of Regional Beef



Schedule 2.1(b)

**Trademarks**

<b>Mark</b>	<b>Status</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>
Katana Wagyu Beef	Registered		4,087,070 Jan. 17, 2012	Imperial Beef, LLC
Imperial Wagyu Beef (original logo)	Registered		3,580,969 Feb. 24, 2009	Imperial Wagyu Beef, LLC
Imperial Wagyu Beef Frankfurters	Registered		3,995,164 July 12, 2011	Imperial Beef, LLC
Bullhead logo	In Process	88095672 Aug. 28, 2018		Imperial Beef, LLC
Horizontal Corporate Logo	In Process	88095650 Aug. 28, 2018		Imperial Beef, LLC
Vertical Corporate Logo	In Process	88095646		Imperial Beef, LLC