

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocky Mountain Bread Company		10/20/2019	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	United States Bakery		
Street Address:	315 NE 10th Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97232		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5189018	ROCKY MOUNTAIN BREAD	
Registration Number:	4901575		
CORRESPONDENCE DATA			
Fax Number:	5039723873		
<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:	503-221-1440		
Email:	trademark@tonkon.com		
Correspondent Name:	TONKON TORP LLP		
Address Line 1:	888 SW FIFTH AVE., SUITE 1600		
Address Line 4:	PORTLAND, OREGON 97204		
ATTORNEY DOCKET NUMBER:	632-9000		
NAME OF SUBMITTER:	Christopher Erickson		
SIGNATURE:	/Christopher Erickson/		
DATE SIGNED:	11/04/2019		
Total Attachments: 3			
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OP \$65.00 5189018

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is made effective as of October 20, 2019 by Rocky Mountain Bread Co., a Utah corporation ("Company"), in favor of United States Bakery, an Oregon corporation with an address of 315 NE 10th Avenue, Portland, Oregon 97232 ("Purchaser").

WHEREAS, Company is the owner of all right, title and interest in and to the trademarks and trade names used in the Company's business, including without limitation those trademark applications and registrations listed on Exhibit A to this Assignment ("Trademarks"), and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Company and Purchaser are parties to that certain Assets Purchase and Sale Agreement, dated as of September 26, 2019 (the "Purchase Agreement"), among Purchaser, Company, and Company's shareholders;

WHEREAS, pursuant to the Purchase Agreement, Company has agreed to sell, convey, assign and transfer to Purchaser all of its respective right, title and interest in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Purchaser desires to acquire all right, title and interest Company may have in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and to allow Purchaser to file this Assignment with the United States Patent and Trademark Office and all other applicable intellectual property offices, including state offices, as may be necessary to effectuate the assignment and transfer of the Trademarks from Company to Purchaser.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Company agrees as follows:

1. Company hereby assigns, transfers, conveys and delivers to Purchaser all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by an Company against third parties for past, present or future infringement of the Trademarks.
2. Company hereby acknowledges and agrees that from and after the date hereof, Purchaser shall be the exclusive owner of all of Company's right, title and interest in and to the Trademarks.
3. As further set forth in the Purchase Agreement, at Purchaser's reasonable request, Company shall, and shall cause its shareholders and affiliates to, take all further actions and execute any additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Purchaser's title in and to the Trademarks, including without limitation the assignment forms attached as Exhibit B to this Assignment.

4. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms and conditions of the Purchase Agreement, which governs the parties' rights and interests in the Trademarks.

IN WITNESS WHEREOF, Company has caused this Assignment to be duly authorized and executed as of the date hereof.

COMPANY:

Rocky Mountain Bread Co.

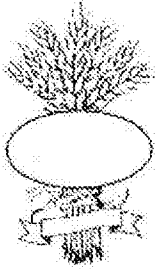
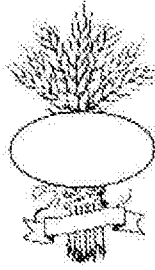
By: Ronald V. Stevens

Name: Ronald V. Stevens

Title: President

Exhibit A

Trademarks

Jurisdiction	Trademark	App. No.	Reg. No.
United States	ROCKY MOUNTAIN BREAD	86692731	5189018
United States		86692746	4901575
Utah	DUNFORD BREAD	9510091-0190	9510091-0190
Utah	ROCKY MOUNTAIN BREAD	9510094-0190	9510094-0190
Utah		9510096-0190	9510096-0190