

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolina Pride Foods LLC		10/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ECP Foods LLC		
Street Address:	1 Packer Avenue		
City:	Greenwood		
State/Country:	SOUTH CAROLINA		
Postal Code:	29646		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1657528	CAROLINA PRIDE	
Registration Number:	2854677	A TRADITION OF SOUTHERN FLAVOR	
Registration Number:	3459547	BUN JUMBOS	
Registration Number:	1542764	COTTAGE BRAND	
Registration Number:	1573612	GREENWOOD FARMS	
Registration Number:	4354708	BETTER TASTE. BETTER VALUE. SIMPLE AS TH	
Registration Number:	5424999	CRAFTED WITH SOUTHERN PRIDE	
Registration Number:	1911580	ANYTIME	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888331		
Email:	HWITM@HuntonAK.com		
Correspondent Name:	Stephen Demm, Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	081159.0000028		
NAME OF SUBMITTER:	Stephen P. Demm		

CH \$215.00 1657528

SIGNATURE:	/Stephen P. Demm/
DATE SIGNED:	11/07/2019
Total Attachments: 4 source=Carolina Pride Foods - Assignment and Assumption Agreement - Intellectual Property Executed#page1.tif source=Carolina Pride Foods - Assignment and Assumption Agreement - Intellectual Property Executed#page2.tif source=Carolina Pride Foods - Assignment and Assumption Agreement - Intellectual Property Executed#page3.tif source=Carolina Pride Foods - Assignment and Assumption Agreement - Intellectual Property Executed#page4.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT – INTELLECTUAL PROPERTY

This Assignment and Assumption Agreement – Intellectual Property, dated October 25, 2019 (this “Assignment and Assumption Agreement”), is executed and delivered pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), of even date herewith, by and among Carolina Pride Foods LLC, a Delaware limited liability company (“Seller”), CPF Holdings LLC, a Delaware limited liability company, and ECP Foods LLC, a Delaware limited liability company (“Buyer”).

Nothing contained in this Assignment and Assumption Agreement shall be construed to limit, expand, terminate, amend or otherwise modify the representations, warranties, covenants and agreements set forth in the Purchase Agreement. Capitalized terms used but not otherwise defined in this Assignment and Assumption Agreement have the meanings ascribed to such terms in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, including Section 2.01 thereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (including as set forth in the Purchase Agreement), effective as of the Closing, Seller hereby sells, transfers, assigns, sets over and conveys to Buyer, its successors and assigns, in perpetuity, all of Seller’s worldwide right, title and interest in and to all Intellectual Property owned by Seller as of the Closing (the “Assigned IP”), including, without limitation, the Intellectual Property identified in Exhibit A, together with all goodwill of the business symbolized by any of the Assigned IP and all proceeds from infringement suits and suits for other violations of the Assigned IP, the right to sue for past, present and future infringements and other violations of, and all rights corresponding to any of the foregoing throughout the world.

Seller shall, in a commercially reasonable manner, provide Buyer, its successors and assigns, at such parties’ cost and expense, with such assistance as such parties may reasonably request to confirm, or permit the full utilization of, the rights granted in this Assignment and Assumption Agreement, including, without limitation, upon written request by Buyer to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment and Assumption Agreement. Seller acknowledges and agrees that Buyer or any of its Affiliates may record and perfect this assignment or such documentation in any jurisdiction throughout the world, at such parties’ cost and expense, and Seller shall cooperate in a commercially reasonable manner therewith.

This Assignment and Assumption Agreement is executed pursuant to the terms of the Purchase Agreement, including Section 3.28 of the Purchase Agreement, and is intended to incorporate, implement, and be consistent with the terms and conditions of the Purchase Agreement. This Assignment and Assumption Agreement, including all matters of construction, validity, and performance, shall be governed by and construed in the same manner as set forth in Article VII of the Purchase Agreement. To the extent any terms and provisions of this Assignment and Assumption Agreement are in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.


This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles or rules thereof. The provisions of Section 7.03 of the Purchase Agreement are hereby incorporated by reference.

This Assignment and Assumption Agreement may be executed (including by portable document format (.pdf) transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and Assumption Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Assumption Agreement to be duly executed and delivered on the date first written above.

SELLER:

CAROLINA PRIDE FOODS LLC

By: 
Name: TODD CRAVE
Title: CEO

BUYER:

ECP FOODS LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Assumption Agreement to be duly executed and delivered on the date first written above.

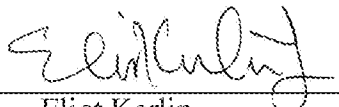
SELLER:

CAROLINA PRIDE FOODS LLC

By: _____
Name: _____
Title: _____

BUYER:

ECP FOODS LLC

By: 
Name: Eliot Kerlin
Title: Chairman of the Board

By: 
Name: Luke Bateman
Title: Executive Vice President

Exhibit A

Trademark	U.S. Registration/Application No.	Owned/Licensed
Carolina Pride	1657528	Owned
A Tradition of Southern Flavor	2854677	Owned
Bun Jumbos	3459547	Owned
Cottage Brand	1542764	Owned
Greenwood Farms	1573612	Owned
Better Taste, Better Value, Simple As That	4354708	Owned
Crafted with Southern Pride	5424999	Owned
Anytime	1911580	Owned