TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557500

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CoBank, ACB, as Collateral Agent		12/19/2019	FEDERALLY CHARTERED INSTRUMENTALITY: UNITED STATES

RECEIVING PARTY DATA

Name:	NORPAC Foods, Inc.
Street Address:	3225 25th Street SE
City:	Salem
State/Country:	OREGON
Postal Code:	97302
Entity Type:	Corporation: OREGON

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	3819711	ALL NATURAL, ALWAYS!
Registration Number:	1117370	BEANS SUPREME
Registration Number:	1260584	BEAUTIFUL VEGETABLES
Registration Number:	1028056	BIG DADDY
Registration Number:	932658	BIG DADDY
Registration Number:	3687726	CHILI SUPREME
Registration Number:	885973	COB CORN SHORTIES
Registration Number:	836368	COBBETTS
Registration Number:	3839030	COBBIES
Registration Number:	876132	COBETTES
Registration Number:	3917060	FLAV-R-PAC
Registration Number:	608803	FLAV-R-PAC
Registration Number:	977427	FLAV-R-PAC
Registration Number:	3764405	FLAV-R-PAC CONNOISSEUR COLLECTION
Registration Number:	2399169	FLAV-R-PAC JUST ADD CHICKEN!
Registration Number:	2382452	FLAV-R-PAC JUST ADD HAMBURGER!
Registration Number:	2010378	FLAV-R-PAC VEGETABLE COLLECTION
Registration Number:	790079	FLAV-R-TATERS

OP $1315.00 3819711

Property Type	Number	Word Mark
Registration Number:	1875397	GRANDE CLASSICS
Registration Number:	1861062	GRANDE CLASSICS
Registration Number:	3349122	ISLAND BLENDS
Registration Number:	3515813	JUST ADD CHICKEN!
Registration Number:	3515815	JUST ADD HAMBURGER!
Registration Number:	2363214	MAIN COURSE
Registration Number:	3370957	MEAL BASICS
Registration Number:	2151151	
Registration Number:	851998	NORPAC
Registration Number:	4022628	NORPAC
Registration Number:	2915509	NORPAC QUALITY PRODUCTS FROM OUR FARMERS
Registration Number:	1225219	PASTA PERFECT
Registration Number:	1529913	PASTA PERFECT
Registration Number:	2854385	QUICK 'N EASY COMBOS
Registration Number:	1093908	RINGLETTS
Registration Number:	800468	ROYAL GARNET
Registration Number:	1049746	SACK O' CORN
Registration Number:	438239	SANTIAM
Registration Number:	3693273	SCRATCH RECIPE
Registration Number:	2044118	SOUP EXPRESS
Registration Number:	4656925	SOUP SELECT
Registration Number:	1527173	SOUP SUPREME
Registration Number:	799203	SPRINGWATER
Registration Number:	503459	STACO
Registration Number:	3759302	STEAM OF THE CROP
Registration Number:	563370	SUPER MK'T
Registration Number:	4142572	SUPER MK'T
Registration Number:	3662295	TATER BARS
Registration Number:	875273	VALLEY MAID
Registration Number:	984078	WESTPAC
Serial Number:	85784035	CHEF STARTERS
Serial Number:	86407695	FLAV·R·PAC AMERICAN HARVEST
Serial Number:	85667368	SIDESATIONS
Serial Number:	86630949	CHILI SUPREME

CORRESPONDENCE DATA

Fax Number: 7043311159

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:	7043311000
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	100 North Tryon Street
Address Line 2:	Suite 4700
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	037859.000015
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	01/14/2020

Total Attachments: 24

source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page1.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page2.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page3.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page4.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page5.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page6.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page7.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page8.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page9.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page10.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page11.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page12.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page13.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page14.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page15.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page16.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page17.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page18.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page19.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page20.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page21.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page22.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page23.tif
source=T&R of SI-T from CoBank, ACB, as Collateral Agent to NORPAC Foods, Inc#page24.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 19, 2019 ("Release"), is made by CoBank, ACB, as collateral agent, and executed by the Debtor (defined herein) pursuant to the Order (defined herein) ("Agent"), in favor of NORPAC Foods, Inc., an Oregon corporation ("Debtor").

WHEREAS, pursuant to that certain Third Amended and Restated Loan and Security Agreement dated as of October 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Debtor, Agent, and others party thereto and the Second Amendment to Amended and Restated Intellectual Property Security Agreement dated as of October 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, including the First Amended and Restated Intellectual Property Security Agreement dated as of December 28, 2012, the "IP Security Agreement") by and among the Debtor and Agent, Debtor granted to the Agent, for the benefit of the Lender Group, a first priority security interest in all of Debtor's right, title and interest in and to the Collateral (as defined in the IP Security Agreement), including the Collateral set forth on Schedule A attached hereto;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November 2, 2015 at Reel 5658 Frame 0430; and

WHEREAS, pursuant to the Order (as defined in Schedule B attached hereto), the security interest in the Collateral is unconditionally released, discharged, and terminated, and Debtor may execute this Release on behalf of Agent.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement, IP Security Agreement or Order.

SECTION 2. Termination and Release. Agent hereby:

(a) terminates the IP Security Agreement;

(b) terminates, cancels, forever discharges, and releases the first priority security interest in all of Debtor's right, title and interest in and to the Collateral (as defined in the IP Security Agreement), including the Collateral set forth on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Debtor's expense.

IN WITNESS WHEREOF, the Agent (by Debtor) has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Agent:

CoBank, ACB, as collateral agent, by Debtor

By: Shawn Campbell
Name: SHAWN CAMPBELL
Title: PRES & CEO

CHAR2\2230327v1

Schedule A

Norpac Foods, Inc. Status Report

client sort contains 'norpac' and TM status equals 'pending' or 'registered'

Matter ID	Mark Name	Country	Classes	Goods/Services	Application No.	Reg. No.	Reg. Date	8&15 Date (US Only)	Renewal	Status
1575-82599-01	ALL NATURAL, ALWAYS!	USA	29	Frozen fruits; frozen vegetables	77/813,189	3,819,711	7/13/2010	7/13/2016	7/13/2020	Registered
1575-20417-01	BEANS SUPREME	USA	29	Frozen vegetables - namely, a frozen entree consisting of three types of beans; onions and green peppers - in class 29.	73/133,369	1,117,370	5/1/1979		5/1/2019	Registered
1575-22415-01	BEAUTIFUL VEGETABLES	USA	29	frozen and canned vegetables for sale to the institutional trade	73/229,966	1,280,584	12/6/1983		12/6/2023	Registered
1575-18801-01	BIG DADDY	USA	29	frozen vegetables, and particularly partially processed frozen potatoes	73/053,223	1,028,056	12/23/1975		12/23/2015	Registered
1575-14898-01	BIG DADDY & DESIGN	USA	29	Frozen vegetables, and particularly partially processed frozen potatoes	372,365	932,658	4/18/1972	4/18/1978	4/18/2022	Registered
1575-89065-01	CHEF STARTERS	USA	29	Frozen vegetables	85/784,035					Pending
1575-81369-02	CHILI SUPREME	Canada		soups	1415063	TMA759,955	2/19/2010		2/19/2025	Registered
1575-81368-01	CHILI SUPREME	USA	29	soups	77/500,046	3,687,728	9/22/2009	9/22/2015	9/22/2019	Registered
1575-13122-01	COB CORN SHORTIES	USA	29	Frozen corn on the cob	72/320,846	885,973	2/10/1970		2/10/2020	Registered
1575-8802-01	COBBETTS	USA	30	Frozen corn on the cob	72/226,765	836,368	10/3/1967		10/3/2017	Registered
1575-83434-01	COBBIES	USA	29	Frozen vegetables	77/777,936	3,832,030	8/24/2010	8/24/2016	8/24/2020	Registered
1575-11680-01	COBETTES	USA	29	Frozen corn on the cob	282918	876,132	9/2/1969		9/2/2019	Registered
1575-14738-01	COBETTES	Canada		Frozen corn on the cob	336,206	178,383	9/17/1971		9/17/2016	Registered
1575-72597-02	CULINARY INSPIRED SOUPS	Mexico	29	soups	794088	956002	9/26/2006		7/13/2018	Registered
1575-91108-01	FLAVOR PAC AMERICAN HARVEST and Design	USA	29	frozen vegetables	86/407,695					Pending

Norpac Foods, Inc. Status Report

client sort contains 'norpac' and TM status equals 'pending' or 'registered'

Matter ID	Mark Name	Country	Classes	Goods/Services	Application No.	Reg. No.	Reg. Date	S&15 Date (US Only)	Renewal	Status
1575-84489-01	FLAV-R-PAC	USA	29; 30; 32 35	International Class: 029 Canned fruits and vegetables; Frozen fruits; Frozen vegetables; Soups International Class: 030 Pasta; Rice International Class: 032 Fruit juices International Class: 035 Distributorship services in the field of frozen fruits and vegetables, canned fruits and vegetables, soups, pasta and rice	85/073,195	3,917,060	2/8/2011	2/8/2017	2/8/2021	Registered
1575-2999-01	FLAV-R-PAC	USA	29	canned and frozen fruits and vegetables, frozen citrus fruit juices, and frozen citrus fruit juice concentrates	71/656,899	600,803	7/12/1955		7/12/2025	Registered
1575-16386-01	FLAV-R-PAC & Design	USA	29	Canned and frozen fruits and vegetables	72/428,885	977,427	1/22/1974	1/22/1980	1/22/2024	Registered
1575-84489-02	FLAV-R-PAC	Canada		frozen vegetables, frozen fruits and frozen vegetable blends w ith and w ithout sauce	1465810	TMA780,559	10/25/2010		10/25/2025	Registered
1575-71402-01	FLAV-R-PAC	China	29	canned and frozen fruits and vegetables, and frozen soup mixes	4803444	4803444	4/14/2008		4/13/2018	Registered
1575-71402-02	FLAV-R-PAC	China	32	frozen citrus fruit juices; frozen citrus	4803445	4803445	4/14/2008		4/13/2018	Registered

Norpac Foods, Inc. Status Report

client cort contains 'norpac' and TM status equals 'pending' or 'registered'

Matter ID	Mark Name	Country	Classes	Goods/Services	Application No.	Reg. No.	Reg. Date	8&15 Date (US Only)	Renewal	Status
				fruit juice concentrates						
1575-44170-01	FLAV-R-PAC	Korean Republic	29, 32	canned fruits and vegetables, frozen blackberries, frozen blueberries, frozen boysenberries, frozen cantaloupe balls, frozen honeydew balls, frozen melon balls, frozen raspberries, frozen straw berries, frozen asparagus, frozen beans, frozen carrots, frozen corn, frozen peas, frozen squash, frozen potatoes, frozen onions, frozen broccoli, frozen french fries, frozen brussel sprouts, frozen cauliflow er, frozen chinese pea pods, frozen corn on the cob, frozen okra, frozen shelled peas, frozen spinach, frozen hash brow ns, frozen french fried onion rings, frozen baked potatoes, frozen cooked and seasoned diced potatoes, frozen vegetable mixtures (IC 29) frozen citrus juice, and frozen citrus fruit juice concentrates (IC 32)	3371/96	388553	12/29/1997		12/29/2017	Registered
1575-92480-01		Saudi			1435011934	1435011934	9/30/2014		12/31/2023	

TRADEMARK
REEL: 006837 FRAME: 0864

Norpac Foods, Inc. Status Report

client sort contains 'norpac' and TM status equals 'pending' or 'registered'

Matter ID	Mark Name	Country	Classes	Goods/Services	Application No.	Reg. No.	Reg. Date	8&15 Date (US Only)	Renewal	Status
	FLAV-R-PAC	Arabia	29	frozen fruits; vegetables preserved						Registered
1575-82480-02	FLAV-R-PAC	United Arab Emirates	29	frozen fruits; frozen vegetables	208305					Pending
1575-81796-01	FLAV-R-PAC CONNOISSEUR COLLECTION	USA	29	frozen and processed vegetables	77/561,775	3,764,405	3/23/2010	3/23/2015	3/23/2020	Registered
1575-81796-02	FLAV-R-PAC CONNOISSEUR COLLECTION	Canada		frozen, canned and processed fruits; frozen, canned and processed vegetables	1,432,148	TMA791,956	11/8/2010		11/8/2025	Registered
1575-81796-03	FLAV-R-PAC CONNOISSEUR COLLECTION	Mexico	29	frozen and/or canned and/or processed fruits; frozen and/or canned and/or processed vegetables	997188	1097356	4/23/2009		3/23/2019	Registered
1575-51404-01	FLAV-R-PAC JUST ADD CHICKEN! & DESIGN	USA	29	Frozen vegetable blends	75/622,600	2,392,169	10/31/2000	10/31/2006	10/31/2020	Registered
1575-51405-01	FLAV-R-PAC JUST ADD HAMBURGER! & DESIGN	USA	29	Frozen vegetable blends	75/622,383	2,382,452	9/5/2000	9/5/2006	9/5/2020	Registered
1575-38584-01	FLAV-R-PAC VEGETABLE COLLECTION	USA	29	frozen vegetables	74/089,887	2,010,378	10/22/1996	10/22/2003	10/22/2016	Registered
1575-38453-01	FLAV-R-PAC VEGETABLE COLLECTION	Canada		Frozen vegetables	738846	468592	1/13/1997		1/13/2027	Registered
1575-9016-01	FLAV-R-TATERS	USA	29	frozen shredded potato rolls	72/195,317	790,079	5/25/1965		5/25/2025	Registered
1575-45815-01	GRANDE CLASSICS	USA	29	processed frozen foods, namely vegetables	74/301,736	1,875,397	1/24/1995	1/24/2001	1/24/2025	Registered
1575-45816-01	GRANDE CLASSICS AND DESIGN	USA	29	Processed frozen foods, namely vegetables	74/301,737	1,861,062	11/1/1994		11/1/2024	Registered

CHAR2\2230327v1

Norpac Foods, Inc. Status Report

client sort contains 'norpac' and TM status equals 'pending' or 'registered'

Matter ID	Mark Name	Country	Classes	Goods/Services	Application No.	Reg. No.	Reg. Date	8&15 Date (US Only)	Renewal	Status
1575-38871-01	INTERNATIONAL CLASSICS	Canada		Frozen soup mixes	708029	433900	9/30/1994		9/30/2004	Registered
1575-76291-01	ISLAND BLENDS & Design	USA	29	frozen vegetable blends	77/015,872	3,349,122	12/4/2007	12/4/2013	12/4/2017	Registered
1575-76291-03	ISLAND BLENDS & DESIGN	Mexico	29	frozen vegetable blends	828008	1007803	10/24/2007		12/18/2018	Registered
1575-61770-02	JUST ADD CHICKEN	USA	29	frozen vegetable blends	77/419,813	3,515,813	10/14/2008	10/14/2014	10/14/2018	Registered
1575-61771-02	JUST ADD HAMBURGER!	USA	29	frozen vegetable blends	77/419,824	3,515,815	10/14/2008	10/14/2014	10/14/2018	Registered
1575-50956-01	MAIN COURSE	USA	29	Frozen soup	75/558,469	2,363,214	6/27/2000		6/27/2020	Registered
1575-69677-01	MEAL BASICS	USA	29	frozen vegetables and vegetable blends	76/638,609	3,370,957	1/15/2008	1/15/2014	1/15/2018	Registered
1575-43065-01	MISCELLANEOUS DESIGN (ARCHED LOGO)	USA	29	Frozen vegetables and fruit	74/711,801	2,151,151	4/14/1998		4/14/2018	Registered
1575-9144-01	NORPAC	USA	29	canned fruits and canned and frozen vegetables	72/273,522	851,998	7/2/1968		7/2/2018	Registered
1575-76971-01	NORPAC	USA	29; 30; 35	frozen fruits (IC 29) pasta, rice (IC 30) Distributorship services in the field of frozen fruit and vegetables, canned fruit and vegetables, soups, pasta and rice(IC 35)	85/239,900	4,022,626	9/6/2011	6/21/2017	6/21/2021	Registered
1575-69361-01	NORPAC & DESIGN	USA	29, 30	29 - frozen and processed fruits and vegetables; meals; and soups 30- pasta	76/377,119	2,915,509	1/4/2005	1/4/2011	1/4/2025	Registered

Norpac Foods, Inc. Status Report

client sort contains 'norpac' and TM status equals 'pending' or 'registered'

Matter ID	Mark Name	Country	Classes	Goods/Services	Application No.	Reg. No.	Reg. Date	8&15 Date (US Only)	Renewal	Status
1575-71903-01	NORPAC & DESIGN	Korean Republic	29	kidney beans, peas, eggplants, potatoes, sw eet potatoes, brackens, red peppers, carrots, garlic, radishes, gourds, Chinese cabbage, leeks, ginger, pine mushrooms, spinach, cabbage, onions, cucumbers, burdocks, bamboo shoots, tomatoes, green (Welsh) onions, fragrant mushrooms, unripe beans, pimentos, pumpkins, dried vegetables, raisins, fruit salads and vegetable salads	40-2004-42029	636273	10/24/2005		10/24/2015	Registered
1575-71904-01	NORPAC & DESIGN	Korean Republic	29	vegetable soups, canned fruits, canned vegetables, peanut butter, pickles, potato flakes, and potato chips	70-2004-0000587	636273	10/24/2005		10/24/2015	Registered
1575-92481-01	NORPAC	Saudi Arabia	29	frozen fruits; vegetables, preserved	1435011938					Pending
1575-92481-02	NORPAC	United Arab Emirates	29	frozen fruits; frozen vegetables	208308					Pending
1575-30157-01	PASTA PERFECT	USA	30	Pasta, namely, macaroni and noodles	229,178	1,225,219	1/25/1983		1/25/2023	Registered
1575-31045-01	PASTA PERFECT	USA	30	Frozen pasta and vegetable mix	73/731,634	1,529,913	3/14/1989		3/14/2019	Registered
1575-34991-01	PASTA PERFECT	Canada		Pasta, namely	667916	420234	12/3/1993		12/3/2023	Registered

CHAR2\2230327v1

Norpac Foods, Inc. Status Report

client sort contains 'norpac' and TM status equals 'pending' or 'registered'

Matter ID	Mark Name	Country	Classes	Goods/Services	Application No.	Reg. No.	Reg. Date	8&15 Date (US Only)	Renewal	Status
				macaroni and noodles						
1575-61550-01	QUICK 'N EASY COMBOS Design	USA	29	frozen vegetables	76/339,584	2,854,385	6/15/2004	6/15/2010	6/15/2024	Registered
1575-20688-01	RINGLETTS Design	USA	29	Frozen french fried onion rings	73/140,033	1,093,906	8/30/1978		8/29/2018	Registered
1575-6235-01	ROYAL GARNET	USA	29	canned and frozen fruits, berries and vegetables	72/201,045	800,468	12/14/1965		12/14/2015	Registered
1575-18838-01	SACK O' CORN	USA	29	Frozen corn on the cob	73/052,747	1,049,746	10/5/1976		10/5/2016	Registered
1575-5487-01	SANTIAM	USA	29	canned vegetables and fruits, and frozen deciduous fruits	71/513,345	438,239	4/13/1948		4/13/2018	Registered
1575-79883-01	SCRATCH RECIPE	USA	29	soups sold to restaurants and other food service institutions, and not sold for household use through retail stores	77/327,167	3,693,273	10/6/2009	10/6/2015	10/6/2019	Registered
1575-89413-01	SIDESATIONS	USA	29	frozen vegetables	85/667,388					Pending
1575-40543-01	SOUP EXPRESS	USA	29	Frozen soups	74/519,696	2,044,118	3/11/1997	3/11/2003	3/11/2017	Registered
1575-80819-01	SOUP SELECT	USA	29	Soups	85/828,817	4,658,925	12/16/2014	12/16/2020	12/16/2024	Registered
1575-30533-01	SOUP SUPREME AND DESIGN	USA	29	Frozen soup mixes	73/726,978	1,537,173	2/28/1989		2/28/2019	Registered
1575-34989-01	SOUP SUPREME & Design	Canada		Frozen soup mixes	687919	424088	3/4/1994		3/4/2024	Registered
1575-44171-01	SOUP SUPREME & Design	Korean Republic	29	frozen vegetable soup mixes, frozen fruit soup mixes, frozen fish soup mixes, frozen shell fish soup mixes, frozen beef soup mixes, frozen pork soup mixes, frozen chicken soup	3372/96	368148	7/8/1997		7/8/2017	Registered

Norpac Foods, Inc. Status Report

client sort contains 'norpac' and TM status equals 'pending' or 'registered'

Matter ID	Mark Name	Country	Classes	Goods/Services	Application No.	Reg. No.	Reg. Date	8&15 Date (US Only)	Renewal	Status
				mixes						
1575-75797-01	SOUP SUPREME & DESIGN	Mexico	29	frozen soup mixes, namely, preparations for making soups such as vegetable soups, stew s soup, chow der or cream	804587	982553	4/26/2007		9/5/2016	Registered
1575-71404-01	SOUP SUPREME	China	29	frozen soup mixes	4803442	4803442	4/14/2008		4/13/2018	Registered
1575-8725-01	SPRINGWATER	USA	29	canned vegetables	72/210,583	799,203	11/23/1965		11/23/2015	Registered
1575-5438-01	STACO and Design	USA	29	Canned vegetables	71/536,306	503,459	10/26/1948		10/26/2018	Registered
1575-82476-02	STEAM OF THE CROP	USA	29	frozen vegetables	77/978,663	3,759,302	3/9/2010	3/9/2016	3/9/2030	Registered
1575-2048-01	SUPER MKT (FROZEN GREEN BEANS)	USA	29	frozen vegetables-namely, green beans	611,192	563,370	8/26/1952		8/26/2022	Registered
1575-2048-02	SUPER MKT (FROZEN VEGETABLES)	USA	29	frozen vegetables	85/429,772	4,142,573	5/15/2012	5/15/2018	5/15/2022	Registered
1575-11082-02	TATER BARS	USA	29	processed potatoes	78/693,856	3,662,295	8/4/2009	8/4/2015	8/4/2019	Registered
1575-12489-01	VALLEY MAID	USA	29	Canned and frozen fruits and vegetables	304982	875,273	8/19/1969		8/19/2019	Registered
1575-9143-01	WESTPAC	USA	29	canned and frozen fruits and vegetables	481,864	984,078	5/14/1974		5/14/2024	Registered
1575-71403-01	WESTPAC	China	29	canned and frozen fruits and vegetables	4803443	4803443	4/14/2008		4/13/2018	Registered

CHAR2\2230327v1

U.S. Trademark Application Serial No. 86/630949 for the mark CHILI SUPREME, filed on May 15, 2015.

Schedule B

Order (attached)

DISTRICT OF OREGON
FILED
December 13, 2019
Clerk, U.S. Bankruptcy Court

Below is an order of the court.

It is Further Ordered, that Debtors shall file a Report of Sale within seven (7) days after closing of the sale authorized in this Order. The Report of Sale must confirm the identity of the purchaser, the purchase price, and the amount of proceeds distributed to each category of claims set forth in Paragraph 10 below.

PETER C. McKITTRICK
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re NORPAC Foods, Inc. [TIN 9330], Hermiston Foods, LLC [TIN 3927], and Quincy Foods, LLC [TIN 7444], Debtors.	Case No. 19-62584-pcm11 **LEAD CASE** (Jointly Administered with Case Nos. 19-33102-pcm11 and 19-33103-pcm11) **ORDER (I) APPROVING SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; (II) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF**

On November 15, 2019, the above-captioned debtors (each, a "Debtor" and collectively, "Debtors")[1], filed a "Notice of Intent to Sell Real or Personal Property, Compensate Real Estate Broker, and/or Pay any Secured Creditor's Fees and Costs; Motion for Authority to Sell Property" (ECF No. 403; hereafter, the "Sale Notice"). The Sale Notice provided notice of Debtors' intent to sell certain of their assets ("Assets") free and clear of all liens, claims,

[1] All capitalized terms used in this Order that are not otherwise defined in this Order shall have the definitions given to them in the Sale Notice and/or the APA.

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0872

encumbrances, and interests to Oregon Potato Company ("OPC") pursuant to an Asset Purchase Agreement dated as of November 15, 2019 (the "OPC APA"), a copy of which was filed with the Court, subject to higher bids, as described in the Sale Notice, and set a deadline of December 6, 2019 for objections to the proposed sale.

Also on November 15, 2019, Debtors filed a "Motion to Assume and Assign Executory Contracts (ECF No. 406) that are to be included in the proposed sale to OPC (the "Assignment Motion") and a related "Notice of Intent to Assume and Assign Executory Contracts, and Related Cure Amounts" (ECF No. 407), setting a deadline of December 6, 2019 for contract counterparties to object to the proposed assumption/assignment and proposed cure amounts with respect to their contracts.

On December 9, 2019, JRS Properties III LLLP and Simplot Frozen Vegetables, LLC (together, "Simplot"), submitted a competing bid.

The Court held a hearing on December 10, 2019 (the "Sale Hearing") to consider the relief requested in the Sale Notice and the Assignment Motion, and any objections thereto. The parties appeared at the Sale Hearing, and the Court continued the Sale Hearing pending an auction with OPC and Simplot as competing bidders. Debtors held an auction on December 10 and 11, 2019. After several rounds of bidding, OPC's last bid was deemed the highest and best bid by Debtor.

At the Sale Hearing, all objections were either withdrawn or overruled.

Upon consideration of the pleadings and papers filed in respect to the Sale Notice and the Assignment Motion, as well as evidence and argument presented at the Sale Hearing, and after due deliberation,

IT IS HEREBY FOUND AND CONCLUDED that:

A. Debtors provided timely and sufficient notice of the proposed sale of assets and assignment of executory contracts to OPC (collectively, the "Sale"), and the Sale

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0873

Hearing to creditors and interested persons in compliance with the Bankruptcy Code and Bankruptcy Rules.

B. Prior to and after the Petition Date, Debtors conducted a good-faith, full, fair, and complete marketing process with respect to the Assets, and Debtors received no better alternative offers for the Assets. Debtors' marketing efforts, including the methodology for selecting OPC as the buyer and the auction process, were conducted in a manner that was reasonably calculated to achieve the highest and best offer for the Assets, as well as reasonable alternative offers.

C. Approval of the OPC APA, as amended on December 11, 2019 (the "APA"), and consummation of the Sale are in the best interests of Debtors' estates, their creditors, and other parties-in-interest.

D. Debtors have demonstrated sound business reasons for the Sale pursuant to Section 363(b) of the Bankruptcy Code. Such business reasons include, without limitation, the following: (i) the APA constitutes the best offer for the Assets after extensive prepetition and postpetition marketing, and (ii) the Sale presents the best opportunity to realize the highest value of the Assets and avoid decline and devaluation of the Assets.

E. Debtors and OPC entered into the APA without collusion, in good faith, and from arm's length bargaining positions, in that: (i) the APA enabled Debtors to accept a higher or better offer in respect of the Sale, and Debtors were free to deal with any other party interested in a transaction regarding the Assets, (ii) Debtors solicited bids from other potential bidders; (iii) OPC made the highest or best bid in respect of the Sale; and (iv) OPC is not an "insider" or "affiliate" of Debtors as those terms are defined in the Bankruptcy Code. The purchase price for the Assets was not controlled by an agreement among any bidders. Accordingly, OPC is a good faith purchaser under Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0874

F. The APA provides that OPC will assume certain "Assumed Liabilities" and take title to the Assets subject to certain "Permitted Encumbrances" as defined in the APA. Otherwise, OPC will take title to the Assets free and clear of all:

1. security interests, encumbrances, liens, and other interests, including, without limitation, rights arising under the Perishable Agricultural Commodities Act ("PACA"), judicial liens and tax liens (collectively, the "Liens"); and

2. liabilities and "claims" (as defined by Section 101 of the Bankruptcy Code) now existing or hereafter arising, fixed or contingent, asserted or unasserted, legal or equitable, liquidated or unliquidated, including, but not limited to, those arising under, related to, or based on successor or transferee liability, express or implied warranties, environmental laws, union contracts, pension or other retiree benefit plans, or for any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Assets prior to Closing, except to the extent that "claims" relate to any of the Assumed Liabilities or Permitted Encumbrances (collectively, the "Claims"). For the avoidance of doubt, the Liens do not include the Permitted Encumbrances and the Claims do not include the Assumed Liabilities.

G. Debtors may transfer the Assets free and clear of the Liens and Claims because in respect to each such Lien or Claim, one or more of the standards set forth in Bankruptcy Code Section 363(f)(1)-(5) has been satisfied. Debtors' primary secured creditor, CoBank, ACB, has specifically represented to the Court that it consents to the Sale free and clear of its Liens and Claims so long as the proceeds are distributed in accordance with this Order. All Liens that are not Permitted Encumbrances will attach to the sale proceeds.

H. OPC would not have entered into the APA and would not consummate the Sale (i) if the transfer of the Assets were not free and clear of all Liens and Claims; or (ii) if OPC would, or in the future could, be liable for the Liens or Claims.

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0875

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that:

1. The findings of fact and conclusions of law set forth above and stated on the record at the hearing constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

I. Approval of the Sale

2. The Sale is authorized and approved. Any and all objections to the Sale that have not been withdrawn, waived, or settled are overruled on the merits with prejudice.

3. Debtors are authorized, but not directed, to consummate the Sale with OPC pursuant to and in accordance with the terms and conditions of this Order and the APA, and to execute and deliver all instruments, documents, and other agreements required under the APA or otherwise reasonably necessary to implement the APA and close the Sale. If Debtor does not consummate the Sale with OPC on or before January 15, 2020 due to the fault of OPC, then Debtors are authorized, but not directed, to consummate the Sale with Simplot as the back-up bidder, pursuant to and in accordance with the terms and conditions of this Order and the Simplot Asset Purchase Agreement filed with the court, as modified orally at the Sale Hearing (the "Simplot APA"), and to execute and deliver all instruments, documents, and other agreements required under the Simplot APA or otherwise reasonably necessary to implement the Simplot APA and close the Sale. If Debtors close a sale with Simplot, all further references in this order to APA shall be deemed to refer to the Simplot APA.

II. Sale Free and Clear of Liens and Claims

4. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, upon Closing, all of Debtors' rights, title, and interests in the Assets shall be transferred to OPC, or Simplot as the back-up bidder (hereafter, "Purchaser"), free and clear of all Liens and Claims. The transfer will vest Purchaser with all rights, title, and interests in and to the Assets.

5. Except as otherwise specifically provided in the APA and this Order, Purchaser shall have no liability of any kind or character for the Liens or Claims, including, but

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0876

not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, successor employer liability, de facto merger or joint venture, fraudulent conveyance, mere continuation, or substantial continuity, whether known or unknown, as of the Closing,

6. After the Closing, all persons and entities (as defined by Section 101 of the Bankruptcy Code) are forever barred, estopped, and permanently enjoined from asserting Liens or Claims against the Assets or Purchaser, or any of Purchaser's successors or assigns. Following Closing, no holder of a Lien or Claim shall interfere with Purchaser's title to, or use and enjoyment of, the Assets based on or related to such Lien or Claim.

III. Filing and Recording Releases of Liens

7. This Sale Order shall be effective as a determination that, upon Closing, all Liens on or in respect to the Assets are deemed to be unconditionally released, discharged, and terminated.

8. Upon Closing, each of Debtors' secured creditors is authorized and directed to execute such termination statements, reconveyances, and other documents, and take all other actions as may be necessary, to release their Liens on the Assets, and if they fail to timely do so, Debtors may do so in their stead.

9. This Section III of this Order shall be binding upon all filing agents, filing officers, title agents, title companies, recorders and registrars of mortgages and deeds, administrative agencies, Departments of Motor Vehicles, and other federal, state, and local officials who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

IV. Sale Proceeds

10. The Liens shall attach to the cash proceeds of the Sale with the same priority, validity, force, and effect they now have as against the Assets, subject to any claims and

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0877

defenses, setoffs, or rights of recoupment Debtors may possess with respect thereto. The Sale proceeds shall be distributed as follows:

(a) first, to pay Closing costs and expenses incurred by Debtors in connection with the Sale (excluding legal fees);

(b) second, to pay Cure Costs with respect to the Assigned Contracts between Debtors and Lineage Logistics, LLC, as set forth in paragraph 13 below.

(c) third, to pay allowed claims secured by valid PACA trust rights against the Assets;

(d) fourth, to pay allowed secured claims that are senior in priority to CoBank's security interests, and to reserve in escrow an amount sufficient to pay any asserted lien claims that are senior in priority to CoBank's security interests (whether or not disputed by Debtors, Purchaser, CoBank, or any other party-in-interest) until such time as those asserted lien claims are allowed or disallowed;

(e) fifth, any unpaid portion of the Carveout, as defined in the Amended Final Order Granting Debtors' Motion for Authorization to Obtain Secured Credit [ECF No. 202] shall be paid to attorneys for Debtors, to be held in their client trust account pending further Court Order;

(f) sixth, to repay the balance owed to CoBank on the DIP loan and CoBank's secured prepetition claim;

(g) seventh, to pay allowed secured claims against the Assets junior in priority to CoBank; and

(h) eighth, to Debtors, to be distributed pursuant to a Chapter 11 Plan or in accordance with further orders of the Court.

V. Assumption and Assignment of Assigned Contracts

11. Debtors are authorized to assume and assign the Assigned Contracts to Purchaser on the terms set forth in the Assumption Notice or as otherwise agreed by Purchaser

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0878

and the contract counterparties, effective at Closing. Purchaser may remove particular contracts from the list of Assigned Contracts any time prior to Closing and those removed contracts will not be assumed or assigned to Purchaser.

12. To the extent any counterparty to an Assigned Contract failed to timely object to the terms for assumption and assignment of such contract, such counterparty is deemed to consent to the assumption and assignment of such contract on such terms to Purchaser at Closing.

13. As to the contracts with Lineage Logistics, LLC, Quincy Foods, LLC shall pay (a) the undisputed cure amounts listed in the Assumption Notice; (b) such other cure amounts agreed to by Lineage Logistics, LLC and Quincy Foods, LLC; or (c) if a cure amount was timely disputed, the amount ordered by this Court to constitute the cure amount. Quincy Foods, LLC shall also pay any and all other postpetition Cure Costs (as defined in the APA) associated with such contracts.

14. As to each other Assigned Contract Purchaser elects to assume at Closing, Purchaser shall pay (a) the undisputed cure amount listed in the Assumption Notice; (b) such other amount agreed to by the contract counterparty and the affected Debtor; or (c) if the cure amount was timely disputed, the amount ordered by this Court to constitute the cure amount. Purchaser shall also pay any and all other postpetition Cure Costs (as defined in the APA) associated with such contracts.

15. Because Purchaser has sufficient assets to continue performance under the Assigned Contracts, Purchaser's agreement to perform is adequate assurance of future performance under the Assigned Contracts.

16. Upon the assignment of an Assigned Contract to Purchaser, Purchaser shall be deemed to be substituted for Debtors as a party to such contract and Debtors shall be released, pursuant to Section 365(k) of the Bankruptcy Code, from any liability for breach of such contract occurring after such assignment.

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0879

VI. Additional Provisions

17. Section 363(b)(1)(A) of the Bankruptcy Code (regarding personally identifiable information about individuals) is not applicable to the Sale.

18. (i) None of the insurance policies or any related agreements (collectively, the "Chubb Insurance Contracts") issued at any time by ACE American Insurance Company, ACE Property and Casualty Insurance Company, Illinois Union Insurance Company, Great Northern Insurance Company, and Federal Insurance Company (together with affiliates and successors of each, "Chubb"); or any rights, benefits, claims, rights to payments and/or recoveries under the Chubb Insurance Contracts shall be sold, assigned, or otherwise transferred to Purchaser in connection with the Sale; (ii) nothing shall alter, modify, or otherwise amend the terms or conditions of the Chubb Insurance Contracts; and (iii) for the avoidance of doubt, Purchaser is not, and shall not be deemed to be, an insured under any of the Chubb Insurance Contracts; provided, however, that to the extent any claim with respect to any Assets arises that is covered by the Chubb Insurance Contracts, Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to Purchaser any such insurance proceeds (each, a "Proceed Turnover"); provided further, however, that Chubb shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

19. Notwithstanding the provisions of Bankruptcy Rule 6004 and Bankruptcy Rule 6006, or any applicable provisions of the Local Bankruptcy Rules, this Sale Order shall not be stayed for 14 days after the entry hereof, but shall be effective and enforceable immediately upon entry.

20. This Court retains exclusive jurisdiction, regardless of whether a Chapter 11 plan has been confirmed and consummated and irrespective of the provisions of any such plan or order confirming such plan, to enforce and implement the terms and provisions of the APA, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects including, but not limited to,

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0880

retaining jurisdiction to (a) compel delivery of the Assets to Purchaser in accordance with the terms of the APA; (b) resolve any other dispute arising under or related to the APA, or the breach thereof; and (c) interpret, implement, and enforce the provisions of this Sale Order and resolve any disputes related thereto.

21. Purchaser is a good faith purchaser of the Assets and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code. Accordingly, any reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to Purchaser.

22. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented in accordance with the terms thereof without further order of this Court if it would not have an adverse impact on the consideration to be paid to creditors and would not alter the distribution waterfall in paragraph 10 above.

23. This Order shall be binding in all respects upon (a) each Debtor, (b) its estate, (c) all creditors and other holders of Liens and Claims, (d) all counterparties to Assigned Contracts, (e) Purchaser and all successors and assigns of Purchaser, and (f) any trustees subsequently appointed upon conversion of this case to a case or cases under Chapter 7 of the Bankruptcy Code; provided that, in the event Closing does not occur by December 31, 2019, all creditors and other holders of Liens and Claims shall have the right to move for reconsideration of the effectiveness of this Order and/or for relief from the automatic stay, and nothing herein shall constitute a waiver, releases, or agreement to forbear from exercising whatever rights and remedies creditors may have under the Bankruptcy Code or under applicable non-bankruptcy law, which rights and remedies are expressly reserved.

# # #

Tonkon Torp LLP
888 SW Fifth Ave., Suite 1600
Portland, OR 97204
503.221.1440

TRADEMARK
REEL: 006837 FRAME: 0881

I certify that I have complied with the requirements of LBR 9021-1(a).

Presented by:

TONKON TORP LLP

By */s/ Michael W. Fletcher*

Albert N. Kennedy, OSB NO. 821429
Timothy J. Conway, OSB No. 851752
Michael W. Fletcher, OSB No. 010448
Ava L. Schoen, OSB No. 044072
888 S.W. Fifth Avenue, Suite 1600
Portland, OR 97204-2099
Telephone: 503-221-1440
Facsimile: 503-274-8779
E-mail: al.kennedy@tonkon.com
tim.conway@tonkon.com
michael.fletcher@tonkon.com
ava.schoen@tonkon.com
Attorneys for Debtors

009684/00004/10415165v17

TRADEMARK
RECORDED: 01/14/2020 REEL: 006837 FRAME: 0882