

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557509

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: 70			
Property Type	Number	Word Mark	
Registration Number:	563370	SUPER MK'T	
Registration Number:	608803	FLAV-R-PAC	
Registration Number:	724550	ROYAL PURPLE	
Registration Number:	438239	SANTIAM	
Registration Number:	503459	STACO	
Registration Number:	505415	MILL-RACE	
Registration Number:	763639	SLIM JIMS	
Registration Number:	764369		
Registration Number:	799203	SPRINGWATER	
Registration Number:	790079	FLAV-R-TATERS	
Registration Number:	789420	ROYAL GARDEN	
Registration Number:	984078	WESTPAC	
Registration Number:	851998	NORPAC	
Registration Number:	800468	ROYAL GARNET	
Registration Number:	836368	COBBETTS	
Registration Number:	851145	DRIVE IN	
Registration Number:	874491	TATER-BARS	
Registration Number:	876132	COBETTES	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	875272	OREGON BEAUTY
Registration Number:	875273	VALLEY MAID
Registration Number:	0885973	COB CORN SHORTIES
Registration Number:	932658	BIG DADDY
Registration Number:	937852	RINGLETTS
Registration Number:	977427	FLAV-R-PAC
Registration Number:	980441	GRADE A FANCY
Registration Number:	1028056	BIG DADDY
Registration Number:	1049746	SACK O' CORN
Registration Number:	1117370	BEANS SUPREME
Registration Number:	1093908	RINGLETTS
Registration Number:	1115735	OVEN GOOD
Registration Number:	1156531	
Registration Number:	1260584	BEAUTIFUL VEGETABLES
Registration Number:	1227708	RAWHIDE
Registration Number:	1321024	FLAV-R-FUL SOUP SUPREME
Registration Number:	1225219	PASTA PERFECT
Registration Number:	1521146	GOLD CLUB
Registration Number:	1527173	SOUP SUPREME
Registration Number:	1529913	PASTA PERFECT
Registration Number:	1779780	INTERNATIONAL CLASSICS
Registration Number:	1784943	SOUP SUPREME INTERNATIONAL CLASSICS
Registration Number:	1846290	DAIRY RECIPE
Registration Number:	2010378	FLAV-R-PAC VEGETABLE COLLECTION
Registration Number:	1926602	SOUP SELECT
Registration Number:	2044118	SOUP EXPRESS
Registration Number:	2041057	SCRATCH RECIPE
Registration Number:	2046367	QUICK SCRATCH RECIPES
Registration Number:	2151151	
Registration Number:	2136853	FLAV-R-PAC QC FRIES QUALITY COATED
Registration Number:	1875397	GRANDE CLASSICS
Registration Number:	1861062	GRANDE CLASSICS
Registration Number:	2293116	TRUE BALANCE
Registration Number:	2284439	FLAV-R-PAC JUSTADD BEEF!
Registration Number:	2363214	MAIN COURSE
Registration Number:	2399169	FLAV-R-PAC JUST ADD CHICKEN!
Registration Number:	2382452	FLAV-R-PAC JUST ADD HAMBURGER!
Registration Number:	2380665	FLAV-R-PAC JUST ADD HAM!

Property Type	Number	Word Mark
Registration Number:	2378789	FLAV-R-PAC JUST ADD SHRIMP!
Registration Number:	2444967	SOUP EXPRESS
Registration Number:	2672791	SOUP SOLUTIONS
Registration Number:	2673414	JUST ADD CHICKEN!
Registration Number:	2673415	JUST ADD HAMBURGER!
Registration Number:	2673411	JUST ADD HAM!
Registration Number:	2673413	JUST ADD SHRIMP!
Registration Number:	2673412	JUST ADD BEEF!
Serial Number:	75639809	VEGGIEKINS
Serial Number:	76339584	QUICK 'N EASY COMBOS
Serial Number:	76377119	NORPAC QUALITY PRODUCTS FROM OUR FARMERS
Serial Number:	76491504	SCRATCH RECIPE
Serial Number:	76491369	QUICK SCRATCH RECIPES
Serial Number:	76575022	SENSIBLE CARBS

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: 17

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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 Loan and Security Agreement dated as of May 21, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including the Amended and Restated Loan and Security Agreement dated as of June 17, 2004, the “Security Agreement”) by and among the Debtor, Agent, and others party thereto and the Intellectual Property Security Agreement dated as of May 21, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including the Amended and Restated Intellectual Property Security Agreement dated as of June 17, 2004, 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 June 18, 2004 at Reel 2876 Frame 0208; 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

Schedule A

Matters Norpac US Trademarks

Matter ID begins with '1575-' and Area of law= 'Trademark - u.s. federal' and not (status='closed') and not (status='transferred') 'inactive') and not (TM status='unfiled') and not (status='destroyed')

Matter ID	Country	Mark Name	Description of Goods	Filing Date	Application No.	Reg. Date	Reg. No.
1575-2048-01	USA	SUPER MKT	frozen vegetables, namely, green peas, green beans, spinach, broccoli, brussel sprouts, lima beans, and mixed vegetables	3/12/1951	611,192	8/28/1952	593,370
1575-2995-01	USA	FLAV-R-PAC	Food and ingredients of goods, canned and frozen fruits & vegetables, frozen fish & chicken, frozen citrus fruit juice & juice concentrates	11/24/1953	71656,899	7/12/1955	608603
1575-8108-01	USA	ROYAL PURPLE	Canned and frozen vegetables and fruit, excluding plums	6/5/1959	75,202	11/28/1961	724,550
1575-5437-01	USA	SANTIAM	Canned vegetables & fruits, and frozen deciduous fruits	11/27/1946	513345	4/13/1948	438238
1575-5438-01	USA	STACO	Canned vegetables	9/30/1947	536306	10/26/1948	503459
1575-5439-01	USA	MILL-RACE	Canned fruits and vegetables	9/30/1947	536305	1/4/1949	505415
1575-7772-01	Idaho	SLIM JIMS	frozen foods, namely, frozen french fried potatoes	1/15/1963	72/180,715	1/21/1964	763,639
1575-7773-01	USA	OREGON FINE FOODS					
1575-8103-01	USA	IDAHO SLIM JIM (DESIGN)	frozen foods, namely, frozen french fried potatoes	3/11/1963	164,370	3/4/1964	764,369
1575-8725-01	USA	SPRINGWATER	canned vegetables	1/25/1965	210563	11/23/1965	799203
1575-9018-01	USA	FLAV-R-TATERS	frozen shredded potato rolls	6/10/1964	72/195,317	5/25/1965	790,079
1575-9142-01	USA	ROYAL GARDEN	frozen vegetables	8/5/1964	72/198,305	5/11/1965	789,420
1575-9143-01	USA	WESTPAC	canned and frozen fruits and vegetables	7/2/1973	461,864	5/14/1974	984,078
1575-9144-01	USA	NORPAC	Canned and frozen fruit and vegetables	6/9/1967	273522	7/2/1968	851998
1575-9235-01	USA	ROYAL GARNET	canned and frozen fruit and vegetables and berries	6/1/1964	201,045	12/14/1965	800,468
1575-9902-01	USA	COBETTS	Frozen corn on the cob	8/30/1965	228765	10/3/1967	836968
1575-10822-01	USA	DRIVE-IN	Frozen french fried potatoes	1/16/1967	262806	5/18/1968	851145
1575-11062-01	USA	TATER-BARS	Frozen shredded hash brown potatoes	9/15/1967	280450	8/5/1969	874491
1575-11690-01	USA	COBETTES	Frozen corn on the cob	10/19/1967	282916	9/2/1969	876132
1575-12488-01	USA	OREGON BEAUTY	Canned and frozen fruits and vegetables	8/12/1968	304881	8/15/1969	875272
1575-12489-01	USA	VALLEY MAID	Canned and frozen fruits and vegetables	8/12/1968	304982	8/19/1969	875273

Matters Norpac US Trademarks

Matter ID begins with '1575-' and Area of law= 'Trademark - U.S. federal' and not (status='closed') and not (status='transferred') 'inactive') and not (TM status='unfiled') and not (status='destroyed')

Matter ID	Country	Mark Name	Description of Goods	Filing Date	Application No.	Reg. Date	Reg. No.
1575-13122-01USA		COB CORN SHORTIES	Frozen corn on the cob	3/5/1969	72/328846	2/10/1970	0885973
1575-14896-01USA		BIG DADDY & DESIGN	Frozen vegetables, and particularly partially processed frozen potatoes	10/2/1970	372,365	4/18/1972	832,856
1575-15169-01USA		RINGLETTES	Frozen french fried onion rings	1/21/1971	381,627	7/11/1972	837,852
1575-16366-01USA		FLAV-R-PAC & Design	Canned and frozen fruits and vegetables	6/29/1972	72/426,885	1/22/1974	977,427
1575-16600-01USA		GRADE A FANCY AND	frozen fruits and vegetables	6/29/1972	428,688	3/12/1974	980,441
1575-18901-01USA		BIG DADDY	frozen vegetables	5/23/1975	53,223	12/23/1975	1,028,056
1575-18838-01USA		SACK O' CORN	Frozen corn on the cob	5/19/1975	52747	10/6/1976	1048746
1575-20417-01USA		BEANS SUPREME	Frozen vegetables	7/11/1977	133389	5/1/1979	1117370
1575-20688-01USA		RINGLETTES	Frozen french fried onion rings	9/6/1977	140033	8/20/1978	1093908
1575-21153-01USA		OVEN GOOD	Frozen french fried potatoes	3/5/1978	160873	3/27/1979	1115735
1575-22138-01USA		FOUR BEAN FIGURES	Frozen vegetables, namely, frozen four bean salad	5/7/1979	214548	6/2/1981	1,156,531
1575-22415-01USA		BEAUTIFUL	frozen and canned vegetables for sale to the institutional trade	9/4/1979	229,966	12/6/1983	1,260,564
1575-24478-01USA		RAWHIDE	frozen, partially processed potato wedges	7/18/1981	319,544	2/15/1983	1,227,768
1575-26861-01USA		FLAV-R-FUL SOUP	Frozen soup mixes	3/19/1984	470,786	2/19/1985	1,321,024
1575-30157-01USA		PASTA PERFECT	Pasta, namely, macaroni and noodles	6/27/1979	229,178	1/25/1983	1,225,219
1575-30500-01USA		GOLD CLUB AND DESIGN	Frozen fruits and vegetables	12/14/1987	700684	1/17/1989	1523146
1575-30533-01USA		SOUP SUPREME AND	Frozen soup mix	5/9/1988	726978	2/28/1989	1527173
1575-31045-01USA		PASTA PERFECT	Frozen pasta and vegetable mix	5/31/1988	731834	3/14/1989	1529913
1575-35981-01USA		INTERNATIONAL	Frozen soup mixes	1/7/1992	74/235,755	6/29/1993	1,779,780
1575-35962-01USA		SOUP SUPREME	frozen soup mixes	9/7/1992	235,753	7/27/1993	1,784,943
1575-37381-01USA		DAIRY RECIPE	frozen soups	12/8/1982	338,066	7/19/1994	1,848,290
1575-36584-01USA		FLAV-R-PAC	frozen vegetables	5/11/1993	74/389,867	10/22/1998	2,010,378
1575-40842-01USA		SOUP SELECT	Frozen soups	4/26/1994	74/517,659	10/10/1995	1,926,602
1575-40543-01USA		SOUP EXPRESS	Frozen soups	4/26/1994	519,686	3/11/1997	2,044,118
1575-41168-01USA		SCRATCH RECIPE	Frozen soups and vegetables	10/26/1994	74/590,972	2/25/1997	2,041,057
1575-41639-01USA		QUICK SCRATCH	frozen vegetables	11/23/1994	74/602,645	3/18/1997	2,046,367
1575-43065-01USA		MISCELLANEOUS	Frozen vegetables and fruit	8/7/1995	74/711,801	4/14/1998	2,151,151
1575-43717-01USA		FLAV-R-PAC Q.C. FRIES	frozen potatoes	10/17/1996	75/183,494	2/17/1998	2,136,853

Matters Norpac US Trademarks

Matter ID begins with '1575-' and Area of law= 'Trademark - U.S. Federal' and not (status='closed') and not (status='transferred') and not (TM status='unfiled') and not (status='destroyed')


Matter ID	Country	Mark Name	Description of Goods	Filing Date	Application No.	Reg. Date	Reg. No.
1575-45815-01USA		GRANDE CLASSICS	Processed frozen foods, namely vegetables	8/4/1992	74/301,738	1/24/1995	1,875,367
1575-43818-01USA		GRANDE CLASSICS AND	Processed frozen foods, namely vegetables	8/4/1992	74/301,737	11/1/1994	1,861,062
1575-46770-01USA		TRUE BALANCE	frozen vegetable blends	2/25/1997	75/247,639	11/16/1999	2,293,116
1575-47804-01USA		FLAV-R-PAC JUST ADD	frozen vegetable blends	8/20/1997	75/312,464	10/12/1999	2,284,439
1575-50956-01USA		MAIN COURSE	Frozen soup	9/14/1998	75/558489	6/27/2000	2,363,214
1575-51404-01USA		FLAV-R-PAC JUST ADD	Frozen vegetable blends	1/15/1999	75/622,500	10/31/2000	2,399,189
1575-51405-01USA		FLAV-R-PAC JUST ADD	Frozen vegetable blends	1/15/1999	75/622,383	9/5/2000	2,382,452
1575-51406-01USA		FLAV-R-PAC JUST ADD	Frozen vegetable blends	1/15/1999	75/622,384	8/29/2000	2,380,665
1575-51407-01USA		FLAV-R-PAC JUST ADD	frozen vegetable blends	1/15/1999	75/621,265	8/22/2000	2,378,789
1575-51959-01USA		SOUP EXPRESS	Restaurant services	2/11/1999	75/639716	4/17/2001	2,444,967
1575-51963-01USA		VEGGIEKINS	Flush toys	2/12/1999	75/639809		
1575-59653-01USA		SOUP SOLUTIONS	Frozen soup	8/7/2000	76/104,296	1/7/2003	2,672,791
1575-61550-01USA		QUICK N EASY COMBOS	frozen vegetables	11/19/2001	76/339,584		
1575-61770-01USA		JUST ADD CHICKEN!	Frozen vegetable blends	11/29/2001	76/343,619	1/7/2003	2,673,414
1575-61771-01USA		JUST ADD HAMBURGER!	frozen vegetable blends	11/29/2001	76/343,620	1/7/2003	2,673,415
1575-61772-01USA		JUST ADD HAM!	Frozen vegetable blends	11/29/2001	76/343,602	1/7/2003	2,673,411
1575-61773-01USA		JUST ADD SHRIMP!	Frozen vegetable blends	11/29/2001	76/343,618	1/7/2003	2,673,413
1575-61774-01USA		JUST ADD BEEF!	Frozen vegetable blends	11/29/2001	76/343,603	1/7/2003	2,673,412
1575-62351-01USA		NORPAC & DESIGN	fresh, frozen and processed foods, namely, fruits, vegetables, meats, fruit juices, pastas, and soups	2/28/2002	76/577,119		
1575-64992-01USA		SCRATCH RECIPE	frozen soups and frozen vegetables	2/21/2003	76/491,504		
1575-64991-01USA		QUICK SCRATCH	frozen vegetables	2/21/2003	76/491,389		
1575-67573-01USA		SENSIBLE CARBS	vegetables, vegetable blends and soup; wholesals, retail sales and distribution services all featuring vegetables, vegetable blends and soup	2/9/2004	76/575,022		

Schedule B

Order (attached)

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.

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

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.

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.

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

Page 5 of 11 - 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

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Case 19-62584-pcm11 DOC 496

Filed 12/13/19

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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

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

Page 7 of 11 - 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

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Case 19-62584-pcm11 DOC 496

Filed 12/13/19

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REEL: 006837 FRAME: 0935

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.

Page 8 of 11 - 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

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Case 19-62584-pcm11 DOC 496

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REEL: 006837 FRAME: 0936

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,

Page 9 of 11 - 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

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Filed 12/13/19

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REEL: 006837 FRAME: 0937

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.

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

Presented by:

TONKON TORP LLP

By /s/ Michael W. Fletcher

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Page 11 of 11 - 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

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Case 19-62584-pcm11 DOC 496

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