

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConAgra Foods RDM		12/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bimbo Bakeries USA, Inc.		
Street Address:	255 Business Center Drive		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1172496	LENDER'S	
Registration Number:	3820367	LITTLE LENDER'S	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<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:	312-321-4200		
Email:	officeactions@brinksgilson.com		
Correspondent Name:	Andrew J. Avsec		
Address Line 1:	P. O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
NAME OF SUBMITTER:	Andrew J. Avsec		
SIGNATURE:	/Andrew J. Avsec/		
DATE SIGNED:	01/15/2020		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of January 2, 2020, by and between **ConAgra Foods RDM, Inc.**, a Delaware corporation ("Assignor"), and **Bimbo Bakeries USA, Inc.**, a Delaware corporation ("Assignee"). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

- (a) ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company and Affiliate of Assignor ("Packaged"), and Assignee have entered into that certain Asset Purchase Agreement dated December 11, 2019 ("Purchase Agreement") relating to the acquisition by Assignee from Packaged or its applicable Affiliate of the Purchased Assets, including the Purchased Intellectual Property (as defined in the Purchase Agreement), which includes the trademarks listed on Exhibit 1 hereto ("Trademarks").
- (b) This Agreement is being executed pursuant to the Purchase Agreement.

AGREEMENT: NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor, on behalf of itself and its applicable Affiliates, hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee, free and clear of all Liens, other than Permitted Liens, all of Assignor's and its applicable Affiliates' right, title and interest in and to the Trademarks, including, without limitation, the goodwill associated therewith, all registrations and applications thereof, all common law rights thereto, all rights therein provided by international conventions and treaties, all rights of priority and renewals, all rights to sue and recover damages and all other remedies for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith, the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.
3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademarks to record Assignee as the owner of the Trademarks.
4. Assignor shall, and shall cause each of its applicable Affiliates to, at the request of Assignee, timely execute and deliver any additional documents, and perform such additional acts that may be reasonably necessary to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in, to and under the Trademarks.
5. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and

conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, and shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

7. This Agreement, including the validity hereof and the rights and obligations of the Parties hereunder, and all matters, claims, controversies, disputes, suits, actions or proceedings arising out of or relating to this Agreement and the negotiation, execution or performance of this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise) in connection therewith shall be interpreted, construed in accordance with and governed by the laws of the State of Delaware applicable to contracts made and to be executed entirely in such state (without giving effect to the conflicts of laws provisions thereof).

[Remainder of Page Left Intentionally Blank - Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

ASSIGNEE:

ConAgra Foods RDM, Inc.

Bimbo Bakeries USA, Inc.

By: *Alexander B. Jacobs*

By: _____

Name: *Alexander B. Jacobs*

Name: _____

Its: *VP, M&A and CORPORATE STRATEGY*

Its: _____

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

ASSIGNEE:

ConAgra Foods RDM, Inc.

Bimbo Bakeries USA, Inc.

By: _____

By: 

Name: _____

Name: ROBERT L. CHERNOFF

Its: _____

Its: Senior Vice President

EXHIBIT "1"

TRADEMARKS

Jurisdiction	Trademark	Full Goods/Services	Owner Information
US	LENDER'S RN: 1172496 SN: 73271734	(Int'l Class: 30) bagels	Conagra Foods RDM, Inc.
US	LITTLE LENDER'S RN: 3820367 SN: 77740420 Disclaimer: "LITTLE"	(Int'l Class: 30) bagels	Conagra Foods RDM, Inc.
Canada	LENDER'S RN: TMA963606 SN: 1744670	(Int'l Class: 30) bagels	Conagra Foods RDM, Inc.
Canada	LENDER'S RN: TMA256300 SN: 0456985	(Int'l Class: 30) bagels	Conagra Foods RDM, Inc.
EUTM	LENDER'S RN: 005768163	(Int'l Class: 29) Meat, fish, poultry and game; products made principally of meat, fish, poultry and game; meat extracts; dairy products; cheese; fromage frais; dairy desserts; preserved, dried and cooked fruits and vegetables; jellies; preserves (not condiments); jams; pate; yoghurts; yoghurt products; milk and milk products; eggs;	Conagra Foods RDM, Inc.

Jurisdiction	Trademark	Full Goods/Services	Owner Information
		<p>scotch eggs; milk and milk products; buttermilk prepared meals containing meat, fish, poultry, game, vegetables and/or tofu; soup; edible oils and fats; prepared meals made principally of the above products</p> <p>(Int'l Class: 30) Cereals; preparations made from cereals; flour; preparations made from flour; sausage rolls; quiches; sandwiches; confectionery; bread; bagels; frozen bagels; french toast; french toast sticks; waffles; frozen waffles; pastry; ices; ice cream; ice cream products and frozen confections; chocolate; products made or containing chocolate; fruit sauces; mousses; vinaigrettes; dressings; salad dressings; flapjacks; shortbreads; syrups; pancakes; pancake mixes; honey and treacle; sugar; puddings; flavourings other than non-essential oils; cheese cake; sauces; barbeque sauces; chutneys; tea products; tea beverages; fruit teas; iced tea; green tea; coffee; cocoa; rice; tapioca; spices; bread; yeast; baking powder; biscuits; cakes; products made primarily from chocolate; pasta; pastry and pastry products; meat pies, vegetable pies, fruit pies; fruit crumbles; pie mixes; prepared meals containing pasta, bread, cereals, rice and /or pastry; desserts containing any of the above products; meringues; prepared meals</p>	

Jurisdiction	Trademark	Full Goods/Services	Owner Information
		<p>made principally of the above products.</p> <p>(Int'l Class: 32)</p> <p>Non-alcoholic drinks; beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.</p>	