

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sager Creek Foods, Inc.		02/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	McCall Farms, Inc.		
Street Address:	6615 S. Irby Street		
City:	Effingham		
State/Country:	SOUTH CAROLINA		
Postal Code:	29541		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1257728	ALLENS	
Registration Number:	0609690	CREST TOP	
Registration Number:	1384526	EAST TEXAS FAIR	
Registration Number:	1222759	HAPPY CHEF	
Registration Number:	0921623	HAPPY CHEF	
Registration Number:	1518159	HAPPY CHEF	
Registration Number:	3890644	HEART HEALTHY TO YOUR GOOD HEALTH	
Registration Number:	3384097	KENTUCKY WONDER STYLE	
Registration Number:	0830690	POPEYE	
Registration Number:	2561146	POPEYE	
Registration Number:	0323089	POP-EYE	
Registration Number:	0748159	PRINCELLA	
Registration Number:	0206995	ROYAL PRINCE	
Registration Number:	0727305	SHELL OUTS	
Registration Number:	0634953	SUGARY SAM	
Registration Number:	1391213	TINY TENDER	
Registration Number:	1274455	VEG-ALL	
Registration Number:	1670404	VEG-ALL	
Registration Number:	0866525	VEG-ALL	

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Property Type	Number	Word Mark
Registration Number:	0787261	WAGON MASTER
Registration Number:	5559124	WHISKEY HOLLOW CIRCA 1900

CORRESPONDENCE DATA

Fax Number: 8032559831

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: (803) 799-2000

Email: ip@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley & Scarborough LLP

Address Line 1: 301 South College Street

Address Line 2: Suite 2300, IP Department

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Charles G. Zug

SIGNATURE: /cgz/

DATE SIGNED: 03/17/2020

Total Attachments: 8

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ASSIGNMENT

This Assignment is dated February 28, 2020 (“Effective Date”) and made by Del Monte Foods, Inc. a Delaware corporation, and Sager Creek Foods, Inc., a Delaware corporation and wholly-owned subsidiary of Del Monte Foods, Inc. (both such corporations, together, “Assignors”) to and for the benefit of McCall Farms, Inc., a South Carolina corporation (“Assignee”). Assignors and Assignee are referred to together, hereinafter as the “Parties.”

WHEREAS, on September 18, 2017, Assignors and Assignee entered into an Asset Purchase Agreement (“APA”) and other related documents pursuant to which Assignee acquired certain assets of the Assignors (this date is hereinafter referred to as the “Closing Date”);

WHEREAS, in the APA, Assignors and Assignee agreed that Assignors would transfer intellectual property referred to as Transferred Intellectual Property post-Closing upon the completion of certain conditions;

WHEREAS, the conditions have been met and Assignors are ready to assign the Transferred Intellectual Property to Assignee pursuant to the APA;

WHEREAS, on September 18, 2017, the Parties entered into a License Agreement pursuant to which Assignors licensed the Transferred Intellectual Property to Assignee pending the final assignment of the Transferred Intellectual Property;

WHEREAS, the Parties agree that pursuant to the APA, the License Agreement and all other related documents, the Transferred Intellectual Property shall be assigned to Assignee and the License Agreement will be terminated according to its terms;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound, the Parties hereby agree as follows:


1. Definitions; Interpretation

1. Definitions. As used in this Assignment, the following terms will have the following meanings:

“Encumbrances” has the same meaning as “Encumbrances” in the APA.



“Intellectual Property Licenses” has the same meaning as “Intellectual Property Licenses” in the APA.


“Licensed Trademarks” means only those Trademarks, used either separately or in conjunction with each other, as set forth in Schedule 2.1(d), as well as U.S. Trademark Registration No. 5,559,124, registered September 11, 2018 for the mark WHISKEY HOLLOW CIRCA 1900 and design, including in all forms in which all such foregoing marks have been used, and all goodwill associated with all such marks, and any and all copyrights in all such marks, existing as of the Effective Date, and all goodwill arising thereafter whether such goodwill arose from the activities of Licensor or Licensee.



“Transferred Intellectual Property” has the same meaning as “Transferred Intellectual Property” in the APA.

“Trademark” means any trademark, trade name, service mark, logo, word, name, symbol, design or any combination thereof used or intended to be used to identify or distinguish goods or services.

2. Assignment. Assignors hereby grant, bargain, sell, convey, assign, transfer and deliver unto Assignee, its successors and assigns, all of each of Assignors' right, title and interest in and to the Transferred Intellectual Property including the Licensed Trademarks, Sublicensed Trademarks, and Intellectual Property Licenses ( ), which are intangible personal property and hereinafter collectively referred to in this Assignment as “Assigned Intellectual Property,” including the goodwill of the businesses pertaining to the Assigned Intellectual Property and the right to sue for any past infringement and dilution of the Assigned Intellectual Property, and to retain the proceeds therefrom, to have and to hold forever. Included as part of the Assigned Intellectual Property hereby assigned, transferred, and delivered unto Assignee are: (i) the registered Trademarks (including the common law rights pertaining to such registered Trademarks); (ii) the domain name registrations and copyright registrations listed on Schedule 2.1(d); and (iii) all websites used or associated for/with the domain names listed on Schedule 2.1(d), including the content and images displayed thereon and computer code used therefor (including any copyrights in the foregoing).



3. Assignors' Representations and Warranties. Assignors expressly represent and warrant as follows:

3.1 No Encumbrances. Every Encumbrance that was or has been filed, noticed or claimed against the Assigned Intellectual Property has been satisfied or released and that the assignment of the Assigned Intellectual Property is free and clear of all Encumbrances. Assignors have taken, or will promptly take, the necessary steps, at their sole expense, to record documents evidencing releases/satisfaction of all such prior Encumbrances at the U.S. Patent and Trademark Office and other offices and places where such prior Encumbrances have been recorded or filed.

3.2 Ownership. Assignors expressly represent and warrant that they have not transferred, assigned, encumbered or conveyed the Assigned Intellectual Property since the Closing Date, and Assignors have the same ownership interest and rights in the Assigned Intellectual Property as they had on the Closing Date except as to any Assigned Intellectual Property that has been abandoned with notice to and consent of Assignee.

3.3 Authority. Assignors have taken all necessary steps to be able to assign the Assigned Intellectual Property to Assignee, and Assignors have the authority to execute this Assignment so that it is binding and enforceable against the Assignors.

4. Appointment. Assignors hereby constitute and appoint Assignee their true and lawful attorney, with full power of substitution, in the name of Assignors or otherwise, and on behalf and for the benefit of Assignee: (a) to institute and prosecute, when necessary, in the name of Assignors or otherwise, any and all actions, suits and proceedings which Assignee deems proper to collect, assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect to the Assigned Intellectual Property and (b) to execute such other documents and take such other action as may be necessary from time to time to carry out this Assignment. Assignors hereby declare that the foregoing powers are coupled with an interest and shall be irrevocable.

5. No Modification of Asset Purchase Agreement. This Assignment is delivered pursuant to the APA and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the APA. In the event of any conflict between any term or provision hereof and any term or provision of the APA, the latter shall control.

6. Termination of License. The License entered into by Assignors and Assignee is hereby terminated as is contemplated in the License and APA.

7. Successors and Assigns. This Assignment is binding upon the Assignors and their respective successors and assigns, and is to and for the benefit of Assignee and its respective successors and assigns.

[signature on next page]

IN WITNESS WHEREOF, Assignors execute this Assignment as of the date and year first above written.


Del Monte Foods, Inc.



By: William R. Sawyer

Its: Senior Vice President

Sager Creek Foods, Inc.





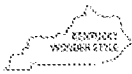
By: William R. Sawyer

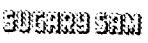



Its: Secretary

Schedule 2.1(d)
Transferred Intellectual Property
U.S. Trademarks

Ref. No.	Mark	Co.	Reg. / Serial No.	Date Registered / Filed	Renewal Due Date	Status	Goods	Owner
3069-38	ALLENS	US	1257728	11/15/1983	11/15/2023	Registered	Canned Vegetables-Namely, Green Beans, Potatoes, Tomatoes, Baked Beans, Spinach, Turnip Greens, Mustard Greens, Collard Greens, Kale Greens, Mixed Greens, Turnips, Poke Greens, Carrots, Corn, Yams, Okra, Squash, Blackeyed Peas, Peas, Snap Beans, Lima Beans, Butterbeans, Garbanzo Beans, Pinto Beans, Red Beans, Navy Beans, Black Beans, Great Northern Beans, Pork and Beans, Kidney Beans, Blackeyed Peas and Bacon, Blackeyed Peas, Wax Beans, Rutabagas, Watermelon Rind, [Cantaloupe, Honey Dew Melon,]Three Bean Salad, [Potato Salad], Turnip Roots, Vegetarian Beans with Tomato Sauce, [Potato Sticks], Bean Sprouts, [Artichokes, Asparagus, Cabbage, Beets] Mixed Vegetables, [Onions], Peppers, [Pumpkin, Rhubarb, and Sauerkraut]	Sager Creek Foods, Inc.
3069-66	BUTTERFIELD	US	3387700	02/26/2008	02/26/2018	Registered	Canned and frozen potato sticks	Sager Creek Foods, Inc.
3069-19	CREST TOP	US	609690	07/26/1955	07/26/2025	Registered	Canned vegetables and canned fruits	Sager Creek Foods, Inc.
3069-71	CREST TOP	US	3473424	07/22/2008	07/22/2018	Registered	Frozen vegetables	Sager Creek Foods, Inc.

Ref. No.	Mark	Co.	Reg. / Serial No.	Date Registered / Filed	Renewal Due Date	Status	Goods	Owner
3069-2	EAST TEXAS FAIR	US	1384526	02/25/1986	02/25/2026	Registered	Canned vegetables, namely, [fresh shelled blackeyed peas, fresh blackeyed peas with snaps, fresh purple hull peas,] fresh crowder peas, fresh lady cream peas, tiny tender field peas with snaps, fresh white acre peas [green lima beans, pepper peas, peas 'n pork, lady peas with snaps, picante peas, picante beans, dry blackeyed peas, dry sweet peas, garbanzo beans, dark red kidney beans and pinto beans]	Sager Creek Foods, Inc.
3069-13		US	1222759	01/04/1983	01/04/2023	Registered Note: Double parenthesis in the description identify goods not claimed in a Section 15 Affidavit of Incontestability	Canned vegetables-namely, whole and cut green beans, ((pinto beans, red beans, great northern beans, chili beans, butter beans, navy beans,)) pork and beans, green limas, white limas, ((pickles, potato sticks,)) white potatoes, sweet potatoes, ((okra,)) rutabagas, ((squash,)) spinach, hominy, turnip green, mustard greens, kale greens, ((garbanzo (chick peas,))) dry early June peas, blackeyed peas, purple hull peas, cream peas, crowder peas, field peas, ((whole and sliced tomatoes, crushed tomatoes, diced tomatoes in juice and puree; canned fruits and preserves-namely, cantaloupe, honey dew melon, watermelon rind; salad dressing; tomato paste; and tomato puree))	Sager Creek Foods, Inc.
3069-31	HAPPY CHEF	US	0921623	10/05/1971	10/05/2021	Registered	Canned vegetables-namely, sweet potatoes, lima beans, chili beans, cut green beans, pork and beans, potatoes [; canned fruits and preserves; dehydrated potatoes; pickles; salad dressing; puree, crushed tomatoes, diced tomatoes tomato sauce, tomato paste, tomato puree, crushed tomatoes, diced tomatoes in juice and puree; pizza sauce; and olives]	Sager Creek Foods, Inc.

Ref. No.	Mark	Co.	Reg. / Serial No.	Date Registered / Filed	Renewal Due Date	Status	Goods	Owner
3069-44	HAPPY CHEF	US	1518159	12/27/1988	12/27/2018	Registered	Canned vegetables, namely, spinach, shell-out beans, potatoes, dry beans & peas, carrots, green beans, sweet potatoes, greens, lima beans, wax beans, yams rutabagas, hominy and pork and beans	Sager Creek Foods, Inc.
3069-68	HAPPY CHEF	US	3437217	05/27/2008	05/27/2018	Registered	Frozen vegetables	Sager Creek Foods, Inc.
3958073		US	3890644	12/14/2010	12/14/2020	Registered	Canned vegetables [; frozen vegetables]	Sager Creek Foods, Inc.
3069-65		US	3384097	02/19/2008	02/19/2018	Registered	Canned and frozen green beans	Sager Creek Foods, Inc.
3069-32	POPEYE	US	0830690	06/20/1967	06/20/2027	Registered	Canned spinach	Sager Creek Foods, Inc.
3069-55	POPEYE	US	2561146	04/16/2002	04/16/2022	Registered	Canned vegetables, namely, canned spinach, and low-salt spinach, potato based snack foods, namely, ketchup-flavored potato sticks and shoestring potato sticks; processed potatoes; namely, shoestring potatoes, and natural potato chips	Sager Creek Foods, Inc.
3069-69	POPEYE	US	3493373	08/26/2008	08/26/2018	Registered	Frozen vegetables	Sager Creek Foods, Inc.
3069-3	POP-EYE	US	0323089	04/02/1935	04/02/2025	Registered	[Canned fruits] Canned vegetables [canned fish]	Sager Creek Foods, Inc.
3069-29	PRINCELLA	US	0748159	04/16/1963	04/16/2023	Registered	Canned vegetables	Sager Creek Foods, Inc.
3069-9	ROYAL PRINCE	US	0206995	12/15/1925	12/15/2025	Registered	Canned vegetables	Sager Creek Foods, Inc.

Ref. No.	Mark	Co.	Reg. / Serial No.	Date Registered / Filed	Renewal Due Date	Status	Goods	Owner
3069-36	SHELL OUTS	US	0727305	02/06/1962	02/06/2022	Registered	Canned vegetables	Sager Creek Foods, Inc.
3069-26		US	0634953	09/25/1956	09/25/2026	Registered	Canned yams	Sager Creek Foods, Inc.
30690-67	THE ALLENS	US	3463240	07/08/2008	07/08/2018	Registered	Frozen vegetables	Sager Creek Foods, Inc.
3069-46	TINY TENDER	US	1391213	04/22/1986	04/22/2026	Registered	Canned field peas	Sager Creek Foods, Inc.
3069-56	VEG-ALL	US	1274455	04/17/1984	04/17/2024	Registered	Processed mixed vegetables	Sager Creek Foods, Inc.
3069-57	VEG-ALL	US	1670404	12/31/1991	12/31/2021	Registered	Canned vegetables, frozen vegetables, frozen vegetables with rice and sauerkraut	Sager Creek Foods, Inc.
3069-58		US	0866525	03/11/1969	03/11/2019	Registered	Canned mixed vegetables and fresh frozen mixed vegetables	Sager Creek Foods, Inc.
3069-35		US	0787261	03/23/1965	03/23/2025	Registered	Canned beans	Sager Creek Foods, Inc.
3069-110		US	SN 86436621	Filed 10/28/2014		Allowed Statement of Use filed 6/12/2017 Office action issued 7/21/2017 concerning specimen Response due 1/21/2018	Canned beans	Sager Creek Foods, Inc.