## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM572651

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Smithfield Fresh Meats Corp.		04/16/2020	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	SF Investments, Inc.	
Street Address:	3411 Silverside Road	
Internal Address:	ternal Address: 103 Baynard Building	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	ostal Code: 19810	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark		
Registration Number:	4534839	AMERICAN FARMS		

# CORRESPONDENCE DATA

Fax Number: 2158511420

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: 215-851-8100

Email: phlipdocketing@reedsmith.com

Matthew P. Frederick, Reed Smith LLP **Correspondent Name:** 1717 Arch Street, Three Logan Square Address Line 1:

Address Line 2: **Suite 3100** 

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Matthew P. Frederick
SIGNATURE:	/Matthew P. Frederick/
DATE SIGNED:	04/20/2020

#### **Total Attachments: 4**

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> **TRADEMARK** REEL: 006919 FRAME: 0046

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 16, 2020, is made by Smithfield Fresh Meats Corp. ("Assignor"), a Delaware Corporation, located at 200 Commerce Street, Smithfield, VA 23430, USA, in favor of SF Investments, Inc. ("Assignee"), a Delaware Corporation, located at 103 Baynard Building, 3411 Silverside Road, Wilmington, DE 19810, USA.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - (a) the trademark registrations and trademark applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other

TRADEMARK REEL: 006919 FRAME: 0047 means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

- 4. <u>Successors and Assigns.</u> This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Smithfield Fresh Meats Corp.

By: R. All Ref

Name: Allen Brobst

Title: Vice President

AGREED TO AND ACCEPTED:

SF Investments, Inc.

By: A. Porter

Title: President

# SCHEDULE 1

# **Assigned Trademarks**

COUNTRY	MARK	FILED	APPLICATION NO.	REGISTERED	REGISTRATION NO.
U.S.	AMERICAN FARMS	Aug. 30, 2011	85/981,508	Oct. 2, 2012	4,534,839