

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM579557

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 R&F Holding, LLC		05/31/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Conagra R&F Sub 2, LLC		
Street Address:	222 Merchandise Mart Plaza, Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2538857		
Registration Number:	2664955		
Registration Number:	1073267	EGG BEATERS	
Registration Number:	0997653	EGG BEATERS	
Registration Number:	5049761	HEBREW NATIONAL	
Registration Number:	3743422	HEBREW NATIONAL	
Registration Number:	3252147	HEBREW NATIONAL	
Registration Number:	2556523	HEBREW NATIONAL	
Registration Number:	2476050	HEBREW NATIONAL	
Registration Number:	0588580	HEBREW NATIONAL	
Registration Number:	3843252	HEBREW NATIONAL WE ANSWER TO A HIGHER AU	
Registration Number:	3149217	HEBREW NATIONAL WE ANSWER TO A HIGHER AU	
Registration Number:	2360680	HEBREW NATIONAL WE ANSWER TO A HIGHER AU	
Registration Number:	3019157	ODOM'S	
Registration Number:	1861064	ODOM'S TENNESSEE PRIDE	
Registration Number:	3031103	ODOM'S TENNESSEE PRIDE REAL COUNTRY	
Registration Number:	3031104	ODOM'S TENNESSEE PRIDE REAL COUNTRY	
Registration Number:	2653431	ODOM'S TENNESSEE PRIDE	
Registration Number:	4352601	OLDHAM'S	

CH \$865.00 2538857

Property Type	Number	Word Mark
Registration Number:	4352599	OLDHAM'S
Registration Number:	1143554	OLDHAM'S
Registration Number:	4228877	SAUSAGE 101
Registration Number:	4614823	SMARTCUPS
Registration Number:	3043559	TASTE THE PRIDE
Registration Number:	3025321	TENNESSEE PRIDE
Registration Number:	1324848	TENNESSEE PRIDE
Registration Number:	4359987	
Registration Number:	3019210	
Registration Number:	3019156	
Registration Number:	1859824	
Registration Number:	0885136	
Registration Number:	3722708	
Registration Number:	2850472	
Registration Number:	2726182	

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 2123263939

Email: elabarge@jonesday.com

Correspondent Name: Robert T.S. Latta

Address Line 1: 250 Vesey Street

Address Line 2: Jones Day

Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	415750-600062
NAME OF SUBMITTER:	Robert T.S. Latta
SIGNATURE:	/Robert T.S. Latta/
DATE SIGNED:	06/04/2020

Total Attachments: 6

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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement") effective as of 10:30 a.m. Central Time (the "Effective Time") on May 31, 2020, is by and between Conagra R&F Holding, LLC, a Delaware limited liability company ("Assignor"), and Conagra R&F Sub 2, LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor ("Assignee", and together with Assignor, the "Parties"). Capitalized terms used in this Trademark Assignment Agreement and not otherwise defined herein have the meanings ascribed to such terms in the Intellectual Property Assignment and Assumption Agreement (defined below).

WHEREAS, Assignor is the owner of all rights, title and interests in and to the Trademarks identified on the attached Schedule A, together with all common law rights and the goodwill symbolized thereby and associated therewith (the "Assigned Trademarks"), and has agreed to transfer to Assignee all rights, title and interests in and to the Assigned Trademarks pursuant to the terms and conditions of the Intellectual Property Assignment and Assumption Agreement, effective as of the Effective Time, between the Parties (the "Intellectual Property Assignment and Assumption Agreement"); and

WHEREAS, the Parties desire that Assignor contribute, transfer, assign, convey and deliver to Assignee the Assigned Trademarks, together with the goodwill symbolized thereby or associated therewith.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, contributes, conveys and delivers to Assignee all of Assignor's rights, title and interests in and to the Assigned Trademarks, including the goodwill symbolized thereby or associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Time or thereafter related to any of the foregoing, including, without limitation, all claims for damages and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misuse, unlawful imitation or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.
2. Recordation. Assignor hereby authorizes and requests the United States Commissioner for Trademarks and any other similar government authority anywhere in the world to record Assignee as the owner of the Assigned Trademarks and issue any and all trademark registrations issued thereon to and in the name of Assignee, as assignee of the entire right, title and interest in, to

and under the same, for the sole use and enjoyment of Assignee and its successors, assigns and other legal representatives. Assignee has the right to record this Trademark Assignment Agreement with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. Further Assurances. Assignor will provide Assignee and its successors, assigns and other legal representatives with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in connection with: (a) the perfection of the rights assigned in this Trademark Assignment Agreement, including the preparation, execution and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made in this Trademark Assignment Agreement, (b) the preparation and prosecution of any application for registration, extension, renewal or equivalent to any of the foregoing for any of the Assigned Trademarks, (c) the prosecution or defense of any opposition, cancellation, infringement or other proceeding that may arise in connection with any of the Assigned Trademarks, this Trademark Assignment Agreement or the assignment made hereby, and (d) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.
4. Governing Law. This Trademark Assignment Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware without regard to its conflict of law rules. The competent court of jurisdiction for all disputes arising from or in connection with this Trademark Assignment Agreement will be exclusively the courts of the State of Delaware or the courts of the United States located in the State of Delaware.
5. Conflicts. This Trademark Assignment Agreement will not be deemed to defeat, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Intellectual Property Assignment and Assumption Agreement, and in the event of any conflict between this Trademark Assignment Agreement and the Intellectual Property Assignment and Assumption Agreement, the Intellectual Property Assignment and Assumption Agreement will govern.
6. Counterparts. This Trademark Assignment Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the Effective Time.

ASSIGNOR:

CONAGRA R&F HOLDING, LLC

DocuSigned by:

By Eric M. Johnson

Name: Eric M. Johnson

Title: Vice President, Tax

ASSIGNEE:

CONAGRA R&F SUB 2, LLC

DocuSigned by:



By Eric M. Johnson

Name: Eric M. Johnson









Title: Vice President, Tax

Schedule A

Assigned Trademarks

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO		App 75646120	App 22-FEB-1999	29	Reg 2538857	Reg 19-FEB-2002
USPTO		App 75646357	App 22-FEB-1999	29	Reg 2664955	Reg 24-DEC-2002
USPTO	EGG BEATERS	App 73115642	App 14-FEB-1977	29	Reg 1073267	Reg 13-SEP-1977
USPTO	EGG BEATERS	App 72463901	App 25-JUL-1973	29	Reg 0997653	Reg 05-NOV-1974
USPTO	HEBREW NATIONAL	App 86919191	App 25-FEB-2016	30	Reg 5049761	Reg 27-SEP-2016
USPTO	HEBREW NATIONAL	App 78970446	App 08-SEP-2006	29	Reg 3743422	Reg 26-JAN-2010
USPTO	HEBREW NATIONAL	App 76609589	App 30-AUG-2004	29	Reg 3252147	Reg 12-JUN-2007
USPTO	HEBREW NATIONAL	App 75656265	App 08-MAR-1999	25	Reg 2556523	Reg 02-APR-2002
USPTO	HEBREW NATIONAL	App 75371614	App 10-OCT-1997	42	Reg 2476050	Reg 07-AUG-2001
USPTO	HEBREW NATIONAL	App 71632885	App 22-JUL-1952	29	Reg 0588580	Reg 20-APR-1954
State (WI)	HEBREW NATIONAL FOODSERVICE			35 43		Reg 26-NOV-2003

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
State (NE)	HEBREW NATIONAL FOODSERVICE			20 42	Reg 10052366	Reg 20-NOV-2003
USPTO	HEBREW NATIONAL WE ANSWER TO A HIGHER AUTHORITY	App 78970427	App 08-SEP-2006	29	Reg 3843252	Reg 31-AUG-2010
USPTO	HEBREW NATIONAL WE ANSWER TO A HIGHER AUTHORITY	App 76609590	App 30-AUG-2004	29	Reg 3149217	Reg 26-SEP-2006
USPTO	HEBREW NATIONAL WE ANSWER TO A HIGHER AUTHORITY	App 75465893	App 10-APR-1998	29	Reg 2360680	Reg 20-JUN-2000
State (WI)	HEBREW NATIONAL FOODSERVICE			35 43		Reg 26-NOV-2003
State (WY)	HEBREW NATIONAL FOODSERVICE Cross References: HEBREW NATIONAL FOOD SERVICE			20 42	Reg 2003-000457852	Reg 20-NOV-2003
USPTO	ODOM'S	App 76581896	App 18-MAR-2004	29 30	Reg 3019157	Reg 29-NOV-2005
USPTO	ODOM'S TENNESSEE PRIDE	App 74399043	App 08-JUN-1993	29 30	Reg 1861064	Reg 01-NOV-1994
USPTO	ODOM'S TENNESSEE PRIDE REAL COUNTRY	App 76581895	App 18-MAR-2004	29 30	Reg 3031103	Reg 20-DEC-2005
USPTO	ODOM'S TENNESSEE PRIDE REAL COUNTRY	App 76581897	App 18-MAR-2004	29 30	Reg 3031104	Reg 20-DEC-2005
USPTO	ODOM'S TENNESSEE PRIDE SINCE 1943	App 76176607	App 06-DEC-2000	29 30	Reg 2653431	Reg 26-NOV-2002
USPTO	OLDHAM'S	App 85601376	App 18-APR-2012	29 30	Reg 4352601	Reg 18-JUN-2013
USPTO	OLDHAM'S	App 85601092	App 18-APR-2012	29 30	Reg 4352599	Reg 18-JUN-2013

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO	OLDHAM'S	App 73197208	App 18-DEC-1978	29	Reg 1143554	Reg 16-DEC-1980
USPTO	SAUSAGE 101	App 85419899	App 12-SEP-2011	35 41	Reg 4228877	Reg 23-OCT-2012
USPTO	SMARTCUPS	App 86007578	App 11-JUL-2013	29	Reg 4614823	Reg 30-SEP-2014
USPTO	TASTE THE PRIDE	App 76591949	App 13-MAY-2004	29 30	Reg 3043559	Reg 17-JAN-2006
USPTO	TENNESSEE PRIDE	App 76581852	App 18-MAR-2004	29 30	Reg 3025321	Reg 13-DEC-2005
USPTO	TENNESSEE PRIDE	App 73437774	App 04-AUG-1983	29	Reg 1324848	Reg 12-MAR-1985
USPTO		App 85601406	App 18-APR-2012	29 30	Reg 4359987	Reg 02-JUL-2013
USPTO		App 76586085	App 12-APR-2004	30	Reg 3019210	Reg 29-NOV-2005
USPTO		App 76581851	App 18-MAR-2004	29 30	Reg 3019156	Reg 29-NOV-2005
USPTO		App 74399042	App 08-JUN-1993	29 30	Reg 1859824	Reg 25-OCT-1994
USPTO		App 72321972	App 17-MAR-1989	1 5 29 30 31 32	Reg 0885136	Reg 27-JAN-1970
USPTO		App 76581899	App 18-MAR-2004	29 30	Reg 3722708	Reg 08-DEC-2009
USPTO		App 76510799	App 29-APR-2003	30	Reg 2850472	Reg 08-JUN-2004
USPTO		App 75646119	App 22-FEB-1999	29	Reg 2726182	Reg 17-JUN-2003