

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579565

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 G&S Holding, LLC		05/31/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Conagra G&S Sub 1, 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: 25			
Property Type	Number	Word Mark	
Serial Number:	88673295	6 FEET OF MEAT	
Serial Number:	88063214	FIRE FRIES	
Registration Number:	2336109	GIANT SLIM	
Registration Number:	5914582	HOT AF	
Registration Number:	5945269	HOT AF	
Registration Number:	3473901	INDULGENT COLLECTION	
Serial Number:	88620936	LONG BOI GANG	
Serial Number:	88620931	LONG BOIS	
Registration Number:	1861438	MARSHMALLOW LOVERS	
Registration Number:	3959594	MARSHMALLOW MADNESS	
Serial Number:	88509640	MATCH STICKS	
Registration Number:	4125666	SENSIBLE SWEETS	
Serial Number:	88867810	SLENDER JAMES	
Serial Number:	88226000	SLIM JIM	
Registration Number:	5237507	SLIM JIM	
Registration Number:	3420506	SLIM JIM	
Registration Number:	0897953	SLIM JIM	
Registration Number:	1995265	SNAP INTO A SLIM JIM	
Registration Number:	2329921	SUPER SLIM	

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Property Type	Number	Word Mark
Registration Number:	2610561	SWEET MOMENTS
Registration Number:	2744737	SWISS MISS
Registration Number:	1286209	SWISS MISS
Registration Number:	0942890	SWISS MISS
Registration Number:	0718621	SWISS MISS
Serial Number:	88867806	THICC BOI

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 11:30 a.m. Central Time (the "Effective Time") on May 31, 2020, is by and between Conagra G&S Holding, LLC, a Delaware limited liability company ("Assignor"), and Conagra G&S Sub 1, 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 G&S HOLDING, LLC

DocuSigned by:

By Eric M. Johnson

Name: Eric M. Johnson

Title: Vice President, Tax

ASSIGNEE:

CONAGRA G&S SUB 1, 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	6 FEET OF MEAT	App 88673295	App 30-OCT-2019	29		
USPTO	FIRE FRIES	App 88063214	App 02-AUG-2018	29		
USPTO	GIANT SLIM	App 75724911	App 09-JUN-1999	29	Reg 2336109	Reg 28-MAR-2000
USPTO	HOT AF	App 88421874	App 08-MAY-2019	29	Reg 5914582	Reg 19-NOV-2019
USPTO	HOT AF	App 88063268	App 02-AUG-2018	29	Reg 5945269	Reg 24-DEC-2019
USPTO	INDULGENT COLLECTION	App 78861945	App 14-APR-2006	30	Reg 3473901	Reg 22-JUL-2008
USPTO	LONG BOI GANG	App 88620936	App 18-SEP-2019	29		
USPTO	LONG BOIS	App 88620931	App 18-SEP-2019	29		
USPTO	MARSHMALLOW LOVERS	App 74409375	App 06-JUL-1993	30	Reg 1861438	Reg 01-NOV-1994
USPTO	MARSHMALLOW MADNESS	App 85021860	App 23-APR-2010	30	Reg 3959594	Reg 10-MAY-2011
USPTO	MATCH STICKS	App 88509640	App 11-JUL-2019	29		

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO	SENSIBLE SWEETS	App 77143334	App 29-MAR-2007	30	Reg 4125666	Reg 10-APR-2012
USPTO	SLENDER JAMES	App 88867810	App 10-APR-2020	29		
USPTO	SLIM JIM	App 88226000	App 12-DEC-2018	29		
USPTO	SLIM JIM	App 86580396	App 30-MAR-2015	30	Reg 5237507	Reg 04-JUL-2017
USPTO	SLIM JIM	App 78873387	App 01-MAY-2006	25	Reg 3420506	Reg 29-APR-2008
USPTO	SLIM JIM	App 72346805	App 22-DEC-1989	1 5 29 30 31 32	Reg 0897953	Reg 01-SEP-1970
USPTO	SNAP INTO A SLIM JIM	App 74708058	App 31-JUL-1995	29	Reg 1995265	Reg 20-AUG-1996
USPTO	SUPER SLIM	App 75726389	App 10-JUN-1999	29	Reg 2329921	Reg 14-MAR-2000
USPTO	SWEET MOMENTS	App 76171640	App 27-NOV-2000	30	Reg 2610561	Reg 20-AUG-2002
USPTO	SWISS MISS	App 76975558	App 04-SEP-2001	30	Reg 2744737	Reg 29-JUL-2003
USPTO	SWISS MISS	App 73315939	App 22-JUN-1981	30	Reg 1286209	Reg 17-JUL-1984
USPTO	SWISS MISS	App 72386139	App 12-MAR-1971	30	Reg 0942890	Reg 12-SEP-1972
USPTO	SWISS MISS	App 72094191	App 01-APR-1960	30	Reg 0718621	Reg 18-JUL-1961

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO	THICC BOI	App 88867806	App 10-APR-2020	29		