

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579567

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 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: 2			
Property Type	Number	Word Mark	
Registration Number:	0889444	PETER PAN	
Registration Number:	5273865	SIMPLY GROUND	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	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: 4			
source=Confirmatory Trademark Assignment 7(b)#page1.tif			
source=Confirmatory Trademark Assignment 7(b)#page2.tif			
source=Confirmatory Trademark Assignment 7(b)#page3.tif			

CH \$65.00 0889444

CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement") effective as of 12:30 p.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 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 G&S HOLDING, LLC

DocuSigned by:

By Eric M. Johnson

Name: Eric M. Johnson

Title: Vice President, Tax

ASSIGNEE:

CONAGRA G&S 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	PETER PAN	App 72326859	App 09-MAY-1969	29	Reg 0889444	Reg 14-APR-1970
USPTO	SIMPLY GROUND	App 86906560	App 12-FEB-2016	29	Reg 5273865	Reg 29-AUG-2017