

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579568

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 Foods RDM, Inc.		05/31/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Conagra R&F (CAG), 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: 55			
Property Type	Number	Word Mark	
Registration Number:	2843522	ALEXIA	
Registration Number:	2843523	ALEXIA	
Registration Number:	5049851	ALEXIA	
Registration Number:	4048042	ALEXIA	
Registration Number:	3367246	BANQUET	
Registration Number:	2469904	BANQUET	
Registration Number:	0927824	BANQUET	
Registration Number:	0850687	BANQUET	
Registration Number:	0758191	BANQUET	
Registration Number:	0680882	BANQUET	
Registration Number:	2862327	BANQUET	
Registration Number:	0547894	BLUE BONNET	
Registration Number:	0569025	BLUE BONNET	
Registration Number:	1719136	CALLENDER'S	
Registration Number:	1697814	EVERYTHING'S BETTER WITH BLUE BONNET ONI	
Registration Number:	2835197	FLEISCHMANN'S	
Registration Number:	0544843	FLEISCHMANN'S	
Registration Number:	0418800	FLEISCHMANN'S	
Registration Number:	0306750	FLEISCHMANN'S	

CH \$1390.00 2843522

Property Type	Number	Word Mark
Registration Number:	4494546	HOME COOKED HAPPINESS
Registration Number:	2510975	HOMESTYLE BAKES
Registration Number:	1636246	KID CUISINE
Serial Number:	88613218	LIL' GRIDDLES
Registration Number:	1771650	MARIE CALLENDER'S
Registration Number:	1480957	MARIE CALLENDER'S
Registration Number:	1025427	MARIE CALLENDER'S
Registration Number:	1024794	MARIE CALLENDER'S
Registration Number:	5337021	MARIE CALLENDER'S DELIGHTS
Registration Number:	3107917	MARIE CALLENDER'S GRILL
Registration Number:	2592059	MARIE CALLENDER'S RESTAURANT & BAKERY
Serial Number:	88681824	MARIE CALLENDER'S
Registration Number:	5439443	MEGA BOWLS
Registration Number:	5300021	MEGA MEAL
Registration Number:	4573137	MORNING BAKES
Registration Number:	2972399	MOVE OVER BUTTER
Registration Number:	1737733	MOVE OVER BUTTER
Registration Number:	0309722	NUCOA
Registration Number:	0044779	NUCOA
Registration Number:	3043261	OVEN CRINKLES
Registration Number:	2858563	OVEN REDS
Registration Number:	1671905	PARKAY
Registration Number:	1649610	PARKAY
Registration Number:	0370777	PARKAY
Registration Number:	1742419	PARKAY LIGHT
Registration Number:	3190897	RAZZLEBERRY
Registration Number:	4039997	REALLY ... REALLY TASTY
Registration Number:	2626936	SALAD POCKETS
Registration Number:	5034548	SANDWICH BROS. OF WISCONSIN
Registration Number:	5376354	SANDWICH BROS.
Registration Number:	4498053	SMART CLASSICS
Serial Number:	87731263	STAY IN. EAT LIKE YOU DIDN'T.
Registration Number:	0563321	TASTEX
Registration Number:	0299078	VOL-TEX
Registration Number:	0624602	VOL-WHIP
Registration Number:	1100907	

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006952 FRAME: 0794**

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
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NAME OF SUBMITTER:	Robert T.S. Latta
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SIGNATURE:	/Robert T.S. Latta/
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DATE SIGNED:	06/04/2020
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Total Attachments: 8

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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement") effective as of 1:00 p.m. Central Time (the "Effective Time") on May 31, 2020, is by and between ConAgra Foods RDM, Inc., a Delaware corporation ("Assignor"), and Conagra R&F (CAG), 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 FOODS RDM, INC.

DocuSigned by:

By Eric M. Johnson

Name: Eric M. Johnson

Title: Vice President, Tax

ASSIGNEE:

CONAGRA R&F (CAG), 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
State (WY)	ALEXIA FOODS			35	Reg 2017-000768353	Reg 11-SEP-2017
State (ND)	ALEXIA FOODS			35	Reg 43678800	Reg 07-SEP-2017
USPTO	ALEXIA	App 76337084	App 08-NOV-2001	29	Reg 2843522	Reg 18-MAY-2004
USPTO	ALEXIA	App 76337086	App 08-NOV-2001	29	Reg 2843523	Reg 18-MAY-2004
USPTO	ALEXIA	App 86960794	App 01-APR-2016	29	Reg 5049851	Reg 27-SEP-2016
USPTO	ALEXIA	85168403	11/3/2010	29	4,048,042	11/1/2011
State (OH)	ALEXIA FOODS			20 42	Reg 4055468	Reg 26-JUL-2017
USPTO	BANQUET	App 78978855	App 17-MAY-2006	29	Reg 3367246	Reg 08-JAN-2008
USPTO	BANQUET	App 75102449	App 10-MAY-1996	29 30	Reg 2469904	Reg 17-JUL-2001
USPTO	BANQUET	App 72355055	App 25-MAR-1970	1 5 29 30 31 32	Reg 0927824	Reg 25-JAN-1972
USPTO	BANQUET	App 72288772	App 10-APR-1967	29 30	Reg 0850687	Reg 11-JUN-1968

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO	BANQUET	App 72157859	App 23-NOV-1962	1 5 29 30 31 32	Reg 0758191	Reg 08-OCT-1963
USPTO	BANQUET	App 72053365	App 11-JUN-1958	1 5 29 30 31 32	Reg 0680882	Reg 23-JUN-1959
	BANQUET	76525458	6/25/2003	29	2,862,327	7/13/2004
USPTO						
USPTO	BLUE BONNET	App 71598212	App 26-MAY-1950	1 5 29 30 31 32	Reg 0547894	Reg 11-SEP-1951
USPTO	BLUE BONNET	App 71598213	App 26-MAY-1950	29	Reg 0569025	Reg 13-JAN-1953
	BROWN 'N SERVE	R33068	8/11/2017	29	R33068	8/14/2017
State						
	BROWN 'N SERVE	110979	8/11/2017	29	110979	8/15/2017
State						
State (NY)	BROWN 'N SERVE			29	Reg R33068	Reg 14-AUG-2017
State (IL)	BROWN 'N SERVE			29	Reg 110979	Reg 15-AUG-2017
USPTO	CALLENDER'S	App 74208844	App 02-OCT-1991	42	Reg 1719136	Reg 22-SEP-1992
USPTO	EVERYTHING'S BETTER WITH BLUE BONNET ONIT	App 74177425	App 18-JUN-1991	29	Reg 1697814	Reg 30-JUN-1992
USPTO	FLEISCHMANN'S	App 76437826	App 05-AUG-2002	29	Reg 2835197	Reg 20-APR-2004
USPTO	FLEISCHMANN'S	App 71590039	App 28-DEC-1949	1 5 29 30 31 32	Reg 0544843	Reg 10-JUL-1951

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO	FLEISCHMANN'S	App 71485660	App 10-JUL-1945	29	Reg 0418800	Reg 08-JAN-1946
USPTO	FLEISCHMANN'S	App 71337974	App 18-MAY-1933	30	Reg 0306750	Reg 26-SEP-1933
USPTO	HOME COOKED HAPPINESS	App 86013719	App 18-JUL-2013	43	Reg 4494546	Reg 11-MAR-2014
USPTO	HOMESTYLE BAKES	App 75724103	App 08-JUN-1999	29	Reg 2510975	Reg 20-NOV-2001
	KID CUISINE	73795995	4/26/1989	029, 030	1,636,246	2/26/1991
USPTO	LIL' GRIDDLES	App 88613218	App 13-SEP-2019	30		
USPTO	MARIE CALLENDER'S	App 74247317	App 14-FEB-1992	29 30	Reg 1771650	Reg 18-MAY-1993
USPTO	MARIE CALLENDER'S	App 73637071	App 24-DEC-1986	30 42	Reg 1480957	Reg 15-MAR-1988
USPTO	MARIE CALLENDER'S	App 73034675	App 15-OCT-1974	42	Reg 1025427	Reg 18-NOV-1975
USPTO	MARIE CALLENDER'S	App 73034676	App 15-OCT-1974	30	Reg 1024794	Reg 11-NOV-1975
USPTO	MARIE CALLENDER'S DELIGHTS	App 87293679	App 09-JAN-2017	29 30	Reg 5337021	Reg 14-NOV-2017
USPTO	MARIE CALLENDER'S GRILL	App 78467936	App 16-AUG-2004	43	Reg 3107917	Reg 20-JUN-2006
USPTO	MARIE CALLENDER'S RESTAURANT & BAKERY	App 75677521	App 08-APR-1999	42	Reg 2592059	Reg 09-JUL-2002

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO	MARIE CALLENDER'S	App 88681824	App 06-NOV-2019	29		
USPTO	MEGA BOWLS	App 87337081	App 15-FEB-2017	29 30	Reg 5439443	Reg 03-APR-2018
USPTO	MEGA MEAL	App 87337060	App 15-FEB-2017	29 30	Reg 5300021	Reg 03-OCT-2017
USPTO	MORNING BAKES	App 85799068	App 10-DEC-2012	29	Reg 4573137	Reg 22-JUL-2014
USPTO	MOVE OVER BUTTER	App 76564317	App 24-NOV-2003	29	Reg 2972399	Reg 19-JUL-2005
USPTO	MOVE OVER BUTTER	App 74044383	App 02-APR-1990	29	Reg 1737733	Reg 01-DEC-1992
USPTO	NUCOA	App 71339383	App 30-JUN-1933	29	Reg 0309722	Reg 30-JAN-1934
USPTO	NUCOA	App 71000706	App 07-APR-1905	29	Reg 0044779	Reg 25-JUL-1905
USPTO	OVEN CRINKLES	App 76538758	App 21-AUG-2003	29	Reg 3043261	Reg 17-JAN-2006
USPTO	OVEN REDS	App 76444371	App 28-AUG-2002	29	Reg 2858563	Reg 29-JUN-2004
USPTO	PARKAY	App 74121242	App 06-DEC-1990	29	Reg 1671905	Reg 14-JAN-1992
USPTO	PARKAY	App 74073714	App 26-JUN-1990	29	Reg 1649610	Reg 02-JUL-1991
USPTO	PARKAY	App 71418642	App 24-APR-1939	29	Reg 0370777	Reg 05-SEP-1939

Source	Trademark	Application Number	Application Date	Class	Registration Number	Registration Date
USPTO	PARKAY LIGHT	App 74155980	App 10-APR-1991	29	Reg 1742419	Reg 22-DEC-1992
USPTO	RAZZLEBERRY	App 78353861	App 19-JAN-2004	30	Reg 3190897	Reg 02-JAN-2007
USPTO	REALLY ... REALLY TASTY	85320414	5/13/2011	29	4,039,997	10/11/2011
USPTO	SALAD POCKETS	76280097	6/29/2001	30	2,626,936	9/24/2002
USPTO	SANDWICH BROS. OF WISCONSIN	App 86706791	App 28-JUL-2015	29	Reg 5034548	Reg 06-SEP-2016
USPTO	SANDWICH BROS.	App 87191561	App 03-OCT-2016	30	Reg 5376354	Reg 09-JAN-2018
USPTO	SMART CLASSICS	App 86035357	App 12-AUG-2013	29	Reg 4498053	Reg 18-MAR-2014
USPTO	STAY IN. EAT LIKE YOU DIDN'T.	App 87731263	App 21-DEC-2017	29 30		
USPTO	TASTEX	App 71601957	App 08-AUG-1950	29	Reg 0563321	Reg 26-AUG-1952
USPTO	VOL-TEX	App 71328313	App 25-JUN-1932	30	Reg 0299078	Reg 22-NOV-1932
USPTO	VOL-WHIP	App 71683240	App 10-MAR-1955	29	Reg 0624602	Reg 03-APR-1956
USPTO		App 73148310	App 14-NOV-1977	29	Reg 1100907	Reg 29-AUG-1978