

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMBG ADVISORS, INC.		05/08/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Trinidad/Benham Corp.		
Street Address:	3650 S. Yosemite, Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80237		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5501046	NATURE'S TRUTH	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	801-328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	70811/1		
NAME OF SUBMITTER:	Catherine Parrish Lake		
SIGNATURE:	/Catherine Parrish Lake/		
DATE SIGNED:	08/14/2020		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made as of May 8, 2020 (the "Effective Date"), by and among CMBG ADVISORS, INC., a California corporation, in its sole and limited capacity as assignee for the benefit of creditors of C&F Foods, Inc., and its subsidiaries ("Seller"), and Trinidad/Benham Corp. ("Buyer").

WHEREAS, pursuant to the assignment for benefit of creditor laws of the State of California, C&F Foods, Inc. and its subsidiaries (collectively, "Assignor"), designated Seller to act as the assignee for the benefit of creditors of Assignor (the "General Assignment");

WHEREAS, pursuant to terms of the General Assignment, Assignor conveyed, assigned, transferred, delivered and set over to Seller all of Assignors' right, title and interest in and to any and all trademarks and trade names, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks, including the marks set forth in Schedule A (the "Marks").

WHEREAS, by resolution of the board of directors of Seller, on May 1, 2020, Seller is transferring ownership of all of its right, title and interest in and to certain of assets of the Assignor estate to Trinidad/Benham Corp., a Colorado corporation ("Buyer"), as set forth in that certain *Asset Purchase Agreement* entered into by and between Seller and Buyer, dated as of May 1, 2020 (the "APA");

WHEREAS, Seller and Buyer desire to memorialize the transfer of the Assignor estate's trademarks and related rights to Buyer.

NOW, THEREFORE, BE IT KNOWN, that Seller hereby conveys, assigns, transfers, delivers and sets over to Buyer all of Sellers' right, title and interest in and to the Marks, together with the goodwill of the business associated with and symbolized by same, all common law rights therein and the right to sue for past infringement of any and all of said trademarks. Seller expressly disclaims representations or warranties whatsoever with respect to such assets, including, without limitation, any representations or warranties with respect to title, and transfers title to the Marks "as is where is." The transfer, sale and assignment of such Marks is pursuant to the APA, and thus, subject to all of the terms and conditions set forth therein.

Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such Marks the foreign equivalent as the case may be, to record Buyer as owner of the Marks and to issue any and all registrations, including renewals thereof, to Buyer, its successors, assigns, nominees or other legal representatives.

All rights and any income, royalties or payments otherwise due or payable to Seller with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Buyer, its successors, executors and permitted assigns.

All exhibits referenced herein are incorporated herein and expressly made a part of this agreement as though completely set forth herein.

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile or .pdf (or equivalent electronic transmission), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be signed by its duly authorized officer as of the date first set forth above.

SELLER

CMBG ADVISORS, INC., in its sole and limited capacity as the assignee for the benefit of creditors of C&F Foods, Inc. and its subsidiaries

DocuSigned by:



By: _____
Name: James Baer
Title: President

BUYER

TRINIDAD/BENHAM CORP.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be signed by its duly authorized officer as of the date first set forth above.


SELLER

CMBG ADVISORS, INC., in its sole and limited capacity as the assignee for the benefit of creditors of C&F Foods, Inc. and its subsidiaries





By: _____
Name: _____
Title: _____




BUYER





TRINIDAD/BENHAM CORP.

By:  _____
Name: M. Kant _____
Title: President _____

Schedule A

Description	Owner	Ser. No./ Reg. No.	Country
BEAN CLASSICS	C & F Foods Inc.	76/508926 2965623	United States
C & F FOODS	C & F Foods, Inc.	75/645534 2300139	United States
 C & F Logo (Barn)	C & F Foods, Inc.	75/017321 2076904	United States
EL ORGULLO DE MI TIERRA	C & F Foods Inc.	76/508419 2821012	United States
CHEF'S SELECTION	C & F Foods Inc.	75/273758 2196641	United States
EL CAMPERO	C & F Foods, Inc.	86/193208 4592962	United States
 IMPERIAL CROWN LOGO	C & F Foods, Inc.	86/589757 5514057	United States
IMPERIAL CROWN	C & F Foods, Inc.	86/582867 5503390	United States
JUST THE TRUTH	C & F Foods, Inc.	85/879968 4728150	United States
 KANGA BEANS ONE JUMP AHEAD!	C & F Foods Inc.	74/550356 2070211	United States
LA CASITA	C & F Foods Inc.	74/550368 1915271	United States
LET'S EAT HEALTHY	C & F Foods, Inc.	86/032558 5209610	United States
 MISC. LOGO (MR. BEAN)	C & F Foods, Inc.	78/973787 3855101	United States

Description	Owner	Ser. No./ Reg. No.	Country
 MISC. LOGO (RICE GUY)	C & F Foods, Inc.	78/973762 3884463	United States
 LONE STAR LOGO	C & F Foods, Inc.	87/767792	United States
NATURALLY SIMPLE, NATURALLY WHOLESOME	C & F Foods, Inc.	85/362047 4696207	United States
NATURE'S FIELDS	C & F Foods, Inc.	85/362008 4481513	United States
NATURE'S TRUTH	C & F Foods, Inc.	85/591270 4832140	United States
NATURE'S WILD GRAINS	C & F Foods, Inc.	86/154675 4596218	United States
PREMIER FIELDS	C & F Foods Inc.	75/184337 2200280	United States
PRESS-N-ZIP	C&F Foods, Inc.	85/923195 4871089	United States
QUALITY THAT LEAVES A LASTING IMPRESSION	Arizona Flexible Packaging, Inc.	76/497097 2873614	United States
READY NOW	C & F Foods, Inc.	85/007757 4053688	United States
SHINPURU-MAI	C & F Foods, Inc.	86/190818 4756969	United States
SPLINTOS	C & F Foods, Inc.	86/566416 4841027	United States
THE FLAVOR IS YOURS	C & F Foods, Inc.	86/800976 5065734	United States
WHOLESOME FOOD, WHOLESOME LIFE	C & F Foods, Inc.	85/362056 4696208	United States
EL TEJANO	C & F Foods, Inc.	86/206095 4932976	United States
 FAMILY OWNED FOODS INC. C & F LOGO	C & F Foods, Inc.	86/589734 5101098	United States

Description	Owner	Ser. No./ Reg. No.	Country
 LONE STAR LOGO BUFFALO BRAND	C & F Foods, Inc.	86/714474 4913485	United States
BUFFALO BRAND	C & F Foods, Inc.	78/731166 3891484	United States
C & F FOODS	C & F Foods, Inc.	29047 44563	Puerto Rico
EL ORGUILLO DE MI TIERRA	C & F Foods, Inc.	29046 44562	Puerto Rico
 C & F Logo (Barn)	C & F Foods, Inc.	29065 44581	Puerto Rico
 C & F Logo (Barn)	C & F Foods, Inc.	547466 753937	Mexico
C & F FOODS (Class 30)	C & F Foods, Inc.	547469 750545	Mexico
 C & F Logo (Barn) (Class 29)	C & F Foods, Inc.	547465 771201	Mexico