

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601544

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900572406		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ready Roast Nut Company, L.L.C.		09/28/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Severn Peanut Company, Inc.		
Street Address:	413 Main Street		
City:	Severn		
State/Country:	NORTH CAROLINA		
Postal Code:	27877		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90175303	READY, ROAST, EAT!	
Registration Number:	3739468	READY, ROAST, EAT!	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@wardandsmith.com		
Correspondent Name:	Ward and Smith, P.A.		
Address Line 1:	751 Corporate Center Drive, Suite 300		
Address Line 2:	Post Office Box 33009		
Address Line 4:	Raleigh, NORTH CAROLINA 27636-3009		
ATTORNEY DOCKET NUMBER:	000458-00225		
NAME OF SUBMITTER:	Erica B. E. Rogers, Associate Attorney		
SIGNATURE:	/eber/		
DATE SIGNED:	10/07/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Assignment A**"), dated as of execution date is made by Ready Roast Nut Company, L.L.C. ("**Assignor**"), a California Limited Liability Company located at 6049 Leedom Road, Hughson, California 95326, in favor of Severn Peanut Company, Inc. ("**Assignee**"), a North Carolina Corporation located at 413 Main Street, Severn, North Carolina 27877, the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee on the one hand and Assignor, Tyler C. Angle, Thomas J. Finn, Ann S. Billek, and Ready Roast Holding Company, LLC, on the other, dated September 28, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment A, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) U.S. Trademark Registration No. 3,739,468 and U.S. Trademark Application Serial No. 90/175,303 for the mark READY, ROAST, EAT!, and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment A upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be

necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment A is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Electronic Signature. A signed copy of this Assignment A delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment A.

5. Successors and Assigns. This Assignment A shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment A and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment A and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment A as of the date written below.

Date: September 28, 2020

Ready Roast Nut Company, L.L.C.

By: 
Name: Thomas J. Finn
Title: Manager

ND: 4832-1789-3322, v. 2