

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605247

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900575872

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Navasota Feed Mill, LLC		07/24/2018	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Thomas Moore Feeds, LLC
<b>Street Address:</b>	7963 Allen Farm Road
<b>City:</b>	Navasota
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77868
<b>Entity Type:</b>	Limited Liability Company: TEXAS

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	4647728	THOMAS MOORE FEED
<b>Registration Number:</b>	4647729	M
<b>Registration Number:</b>	4782696	MOORE NATURAL
<b>Registration Number:</b>	4800386	SAFE FORAGE
<b>Registration Number:</b>	5015668	SAFE FORAGE TECHNOLOGY
<b>Registration Number:</b>	4430186	TEXAS BRAND HEN SCRATCH
<b>Registration Number:</b>	4423265	TEXAS WILD BIRD SEED

## CORRESPONDENCE DATA

Fax Number: 9704920003

*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: 970-492-0000

Email: clanderson@crmiles.com

Correspondent Name: Cheryl L. Anderson

Address Line 1: CR MILES P.C.

Address Line 2: 405 Mason Court, Suite 119

Address Line 4: Fort Collins, COLORADO 80524

NAME OF SUBMITTER: Cheryl L. Anderson

<b>SIGNATURE:</b>	/Cheryl L. Anderson/
<b>DATE SIGNED:</b>	10/27/2020
<b>Total Attachments: 5</b> source=2020.10.23 - CoverSheet for Notice of Non-Recordation#page1.tif source=2020.10.23 - Notice of Non-Recordation#page1.tif source=TM Assignment - executed -re-submitted - Navasota FM to Thomas Moore Feeds#page1.tif source=TM Assignment - executed -re-submitted - Navasota FM to Thomas Moore Feeds#page2.tif source=TM Assignment - executed -re-submitted - Navasota FM to Thomas Moore Feeds#page3.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "Agreement") is entered into the 24th day of July, 2018, between and among Navasota Feed Mill, LLC, a Texas limited liability company, having its principal place of business at 7963 Allen Farm Road, Navasota, Texas 77868 ("Assignor") and Thomas Moore Feeds, LLC, a Texas limited liability company, whose address is 7963 Allen Farm Road, Navasota, Texas 77868 ("Assignee").

WHEREAS, Assignor, is the owner of certain trademarks identified as follows:

Mark: **TEXAS WILD BIRD SEED**  
Serial No.: 85636066  
Filing Date: May 25, 2012  
Registration No.: 4423265  
Registration Date: October 22, 2013

Mark: **TEXAS BRAND HEN SCRATCH**  
Serial No.: 85771459  
Filing Date: November 5, 2012  
Registration No.: 4430186  
Registration Date: November 5, 2013

Mark: **THOMAS MOORE FEED**  
Serial No.: 86087423  
Filing Date: October 9, 2013  
Registration No.: 4647728  
Registration Date: December 2, 2014

Mark: **"M" Design**  
Serial No.: 86087439  
Filing Date: October 9, 2013  
Registration No.: 4647729  
Registration Date: December 2, 2014

Mark: **MOORE NATURAL**  
Serial No.: 86128242  
Filing Date: November 25, 2013  
Registration No.: 4782696  
Registration Date: July 28, 2015

Mark: **SAFE FORAGE**  
Serial No.: 86128225  
Filing Date: November 25, 2013  
Registration No.: 4800386  
Registration Date: August 25, 2015

Mark: **SAFE FORAGE TECHNOLOGY**  
Serial No.: 86633893  
Filing Date: May 18, 2015  
Registration No.: 5015668  
Registration Date: August 9, 2016

and all common law rights accrued therein (hereinafter, the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, the parties hereby agree as follows:

(Goodwill  
Clause-->)

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest in and to the Trademarks (including but not limited to, all registration rights worldwide), all goodwill residing in and associated with the Trademarks, and any other proprietary rights that may exist in the Trademarks.

2. Consideration. Assignor acknowledges receipt of \$10.00 or other good and valuable consideration from Assignee for the Assignment of the above-identified Trademarks.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances, or licenses;
- (d) The Trademarks do not, to Assignor's knowledge, infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement,

the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

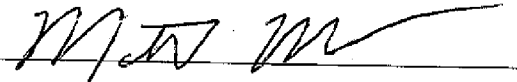
8. Governing Law. This Agreement shall be construed in accordance with Texas law.

9. Power to Insert. Assignor grants the firm of CR MILES P.C. or other designated agent, the power to insert on this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign trademark office for recordation of this document.

10. Agreement Binding. This Agreement shall be binding on the parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date indicated above.

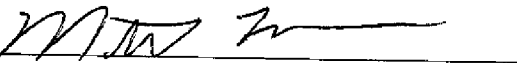
ASSIGNOR: NAVASOTA FEED MILL, LLC

By: 

Print Name: Matthew Moore

Title: Chief Executive Officer

ASSIGNEE: THOMAS MOORE FEEDS, LLC

By: 

Print Name: Matt Moore

Title: Managing Member

Trademark Assignment