

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Red Duck Foods, Inc.		07/29/2020	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BG Specialty Sales LLC		
<b>Street Address:</b>	3520 SW Mt. Adams Drive		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97239		
<b>Entity Type:</b>	Limited Liability Company: OREGON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88760628	RED DUCK	
<b>Serial Number:</b>	86003126	REDDUCK	
<b>Serial Number:</b>	86003101	RED DUCK	
<b>Serial Number:</b>	86003111	ELEVATE YOUR FOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5035955301		
<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>			
<b>Phone:</b>	5035955300		
<b>Email:</b>	ptotmdocket@klarquist.com		
<b>Correspondent Name:</b>	Kevin M. Hayes		
<b>Address Line 1:</b>	121 SW Salmon Street		
<b>Address Line 2:</b>	One World Trade Center, Suite 1600		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>NAME OF SUBMITTER:</b>	Kevin M. Hayes		
<b>SIGNATURE:</b>	/Kevin M. Hayes/		
<b>DATE SIGNED:</b>	12/18/2020		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is entered into as of July 29, 2020 (the “**Effective Date**”), by and between Red Duck Foods, Inc., an Oregon corporation (“**Assignor**”), and BG Specialty Sales LLC, an Oregon limited liability company (“**Assignee**”). Capitalized terms used but not defined in this Assignment have the same meanings given such terms in that certain Asset Purchase Agreement dated July 29, 2020 by and between Assignor and Assignee (“**APA**”).

WHEREAS, this Assignment is entered into pursuant to the terms of the APA, pursuant to which Assignor has agreed to assign, convey, transfer and deliver to Assignee all of Assignor’s right, title and interest in and to all Intellectual Property that is owned by Seller and used in the Business as currently conducted.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Intellectual Property Assignment. In accordance with and subject to all of the terms and conditions of the APA, effective as of the date hereof, Assignor hereby transfers and assigns to Assignee, any and all right, title and interest that Assignor has in and to (A) all of common law, applied for or registered rights in and to the marks set forth in Annex A and (B) all Intellectual Property that is owned by Seller and used in the Business as currently conducted, including, but not limited to:

i. all of common law, applied for or registered trademarks, service marks, tag-lines, logos, other source identifiers, brand identity, and the goodwill and business associated therewith, used in connection with the Business;

ii. all registered and unregistered copyrights, including labels, trade dress, and those copyrights used in the Business;

iii. all documentation, source materials, and works of authorship relating to the Products and the Business, including marketing collateral and the like;

iv. the domain name and social media accounts set forth in Annex B; and

v. all trade secrets, proprietary rights, recipes, know-how, technical information, formulae, and other Intellectual Property used in connection with the Products or in connection with the Business, including all Intellectual Property rights, goodwill, and brand identity associated with the foregoing, in each case that are used in connection with or related to the Products or conducting the Business, other than the Excluded Assets.

2. Recordal. Assignor hereby acknowledges that Assignee may submit this Assignment to the appropriate governmental agencies as evidence of the assignment of the rights identified herein, and those governmental agencies will update their records accordingly to identify Assignee as the owner of record.

3. Further Assurances. Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and take such further action as may be reasonably determined by Assignee to consummate the transactions contemplated by this Assignment.

4. Miscellaneous. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Assignment and the APA contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements with respect thereto. This Assignment shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles thereof relating to conflicts of laws. This Assignment may be executed by transfer of an originally signed document, by facsimile or e mail in PDF format, each of which will be as fully binding as an original document. This Assignment is executed and delivered pursuant to the APA. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the APA, the APA shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ASSIGNEE:**

BG SPECIALTY SALES LLC

DocuSigned by:  
*Domonic G. Biggi*  
By: \_\_\_\_\_  
FDf17295088E492...  
Domonic G. Biggi, Member

**ASSIGNOR:**

RED DUCKS FOODS, INC.

DocuSigned by:  
*Shannon Oliver*  
By: \_\_\_\_\_  
97E97344FEF9453  
Shannon Oliver, President

ANNEX A

**Trademark Registrations**

Country	Trademark Name	Serial Number	File Date	Registration Number	Registration Date
United States	Red Duck (updated design mark)	88760628	January 15, 2020		
United States	Red Duck (old design mark)	86003126	July 5, 2013	4494312	3/11/2014
United States	Red Duck (word mark)	86003101	July 5, 2013	4532381	5/20/2014
United States	Elevate Your Food	86003111	July 5, 2013	4481022	2/11/2014

ANNEX B

**Domain Name:**

www.redduckfoods.com  
www.redduckketchup.com

**Social Media Accounts:**

Facebook – @RedDuckKetchup  
Instagram - @redduckfoods  
Twitter - @redduckfoods  
Pinterest – Red Duck Foods  
LinkedIn – Red Duck Foods company page