

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riviana Foods Inc.		12/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	American Italian Pasta Company		
Street Address:	2021 Spring Road		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Serial Number:	88906846	AB	
Registration Number:	1642927	AMERICAN BEAUTY	
Registration Number:	5716220	AMERICAN BEAUTY	
Registration Number:	5765462	AMERICAN BEAUTY	
Registration Number:	5765463	AMERICAN BEAUTY	
Registration Number:	5675771	AMERICAN BEAUTY GLUTEN FREE	
Serial Number:	88134144	AMERICAN BEAUTY PASTA PORTIONS	
Registration Number:	5675770	AMERICAN BEAUTY SUPERGREENS	
Registration Number:	5846907	MADE WITH QUALITY WHEAT	
Serial Number:	88654236	THAT'S REAL. AMERICAN BEAUTY	
Registration Number:	5765461	SIMPLY PERFECT PASTA SINCE 1916	
Serial Number:	88055020	TONIGHT WE PASTA	
Registration Number:	0915314		
Registration Number:	4786952	A NEIGHBORHOOD TRADITION SINCE 1912	
Registration Number:	0090907	CREAMETTE	
Registration Number:	0576129	CREAMETTE	
Registration Number:	0821223	CREAMETTE	
Registration Number:	4523099	CREAMETTE 150	
Registration Number:	4502799	CREAMETTE 150 CALORIES	

CH \$1815.00 88906846

Property Type	Number	Word Mark
Registration Number:	4786966	CREAMETTE FAMILY TRADITION SINCE 1912
Registration Number:	5424466	CREAMETTE GLUTEN FREE
Serial Number:	88576163	CREAMETTE PASTA PORTIONS
Registration Number:	5962475	HOW WE DO PASTA
Registration Number:	1109562	LIGHT 'N FLUFFY
Registration Number:	0609228	MRS. WEISS'
Registration Number:	0646880	MRS. WEISS'
Registration Number:	5808078	MRS. WEISS'
Registration Number:	5835742	MRS. WEISS'
Registration Number:	6048232	MRS. WEISS'
Registration Number:	5901376	MRS. WEISS'
Registration Number:	1708489	NEW MILL
Registration Number:	1109793	NO YOLKS
Registration Number:	1673567	NO YOLKS
Registration Number:	5466906	NO YOLKS
Registration Number:	5196247	USE YOUR NOODLE
Registration Number:	3959074	USE YOUR NOODLE!
Registration Number:	1239609	P&R
Registration Number:	1257063	P&R PROCINO-ROSSI
Registration Number:	2026782	EVERY DAY'S A PRINCE PASTA DAY!
Registration Number:	5535857	EVERY DAY'S A PRINCE PASTA DAY!
Registration Number:	0137680	PRINCE
Registration Number:	4125691	PRINCE
Registration Number:	4786967	PRINCE
Serial Number:	88576167	PRINCE PASTA PORTIONS
Registration Number:	0970866	WEDNESDAY IS PRINCE SPAGHETTI DAY
Registration Number:	5723202	
Registration Number:	3887031	QUICK COOK
Registration Number:	3481785	SIMPLY PERFECT PASTA
Registration Number:	5588316	HOMESTYLE
Registration Number:	1248557	
Registration Number:	5597765	THICK AND HEARTY
Registration Number:	5602380	#SANGIORGIO4GOOD
Registration Number:	0844679	
Registration Number:	0177999	POT-PIE
Registration Number:	0607385	SAN GIORGIO
Registration Number:	0844678	SAN GIORGIO
Serial Number:	88134117	SAN GIORGIO PASTA PORTIONS

Property Type	Number	Word Mark
Registration Number:	5307081	SAN GIORGIO SINCE 1914
Registration Number:	5257956	RED, WHITE, & BLUE SINCE 1912
Registration Number:	5257957	RED, WHITE, & BLUE SINCE 1912
Registration Number:	5671446	SIMPLY PERFECT PASTA SINCE 1912
Registration Number:	0670993	SKINNER
Registration Number:	1521166	SKINNER
Registration Number:	4960762	SKINNER
Registration Number:	5765124	SKINNER
Registration Number:	5551480	SKINNER GLUTEN FREE
Serial Number:	88134171	SKINNER PASTA PORTIONS
Registration Number:	5740820	SKINNER SUPERGREENS
Registration Number:	1313673	SKINNER'S
Registration Number:	1491386	WACKY MAC
Registration Number:	2908113	WACKY MAC
Registration Number:	5082556	WACKY MAC MAC & CHEESE

CORRESPONDENCE DATA

Fax Number: 2155683439

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: 215-568-3100

Email: bhipdocket@bakerlaw.com, kbovard@bakerlaw.com,
jdale@bakerlaw.com

Correspondent Name: Kevin M. Bovard

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre, 12th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2891

ATTORNEY DOCKET NUMBER: 094713.555555

NAME OF SUBMITTER: Judy Dale-Paralegal

SIGNATURE: /Judy Dale/

DATE SIGNED: 01/05/2021

Total Attachments: 17

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made as of December 11, 2020, by and between Riviana Foods Inc., a Delaware corporation (“Assignor”), and American Italian Pasta Company, a Delaware corporation (“Assignee”).

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase and Sale Agreement, dated as of November 5, 2020, by and among Assignor, Assignee, Ebro Foods, S.A., a company organized under the laws of Spain, and TreeHouse Foods, Inc., a Delaware corporation (the “Purchase Agreement”), pursuant to which the Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to accept, acquire and assume, certain assets and liabilities of Assignor;

WHEREAS, each capitalized term used but not otherwise defined in this Assignment has the meaning ascribed to it in the Purchase Agreement;

WHEREAS, Assignor is willing to assign to Assignee all rights it may have in and to (i) the Business Name, and (ii) the Registered Assigned Intellectual Property set forth on Schedule A attached hereto ((i) and (ii) collectively herein, the “Assigned Intellectual Property”); and

WHEREAS, Assignee is willing to accept from Assignor the assignment of all right, title and interest of Assignor in and to the Assigned Intellectual Property pursuant to and in accordance with the terms and provisions of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Subject to the terms of the Purchase Agreement, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts and acquires, all worldwide right, title and interest of Assignor in and to, and all burdens, obligations and liabilities of Assignor in connection with, the Assigned Intellectual Property, including any and all associated (i) past and present goodwill associated therewith and symbolized thereby, (ii) registrations that have been or may be granted thereon, all applications for registrations thereof, all renewals and extensions thereof, and all records and files related thereto, (iii) rights to claim priority in accordance with international treaties and conventions, (iv) rights to all income, royalties, damages, proceeds and payments hereafter due or payable with respect to the Assigned Intellectual Property, (v) rights to register, prosecute, maintain and defend the Assigned Intellectual Property before any public or private agency, office or registrar, (vi) rights to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Assigned Intellectual Property, (vii) rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently

exercisable), (viii) other rights, claims, credits, defenses, causes of action (including counterclaims) and all other rights to bring any action at law or in equity, and (ix) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Further Assurances. At Assignee's sole cost and expense, Assignor hereby covenants and agrees to execute such further and confirmatory assignments in recordable form as Assignee may reasonably request to the extent necessary to vest record title of the Assigned Intellectual Property in Assignee. Assignor further authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States and the corresponding entities or agencies in any applicable foreign jurisdictions or multinational authorities, to record Assignee as the owner of the Assigned Intellectual Property, as applicable, as assignee of the entire right, title and interest in, to and under the same, for the sole enjoyment of Assignee and its successors and assigns and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Purchase Agreement Controlling. This Assignment is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, it being understood that all of the rights and obligations of the parties hereto are governed by the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties of Assignor contained in the Purchase Agreement.

4. Miscellaneous. This Assignment is binding upon, and inures to the benefit of and is enforceable by, each of the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent applicable, Section 11.1 (Successors and Assigns), Section 11.5 (Amendments), Section 11.7 (Governing Law; Jurisdiction), Section 11.8 (Jury Waiver), Section 11.14 (Headings), and Section 11.19 (Non-Recourse) of the Purchase Agreement shall apply to and govern this Assignment, *mutatis mutandis*.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ASSIGNOR:

RIVIANA FOODS INC.


By: 

Name: Bastiaan G. de Zeeuw

Title: President & CEO

ASSIGNEE:

AMERICAN ITALIAN PASTA COMPANY

By:  _____

Name: Erik Kahler

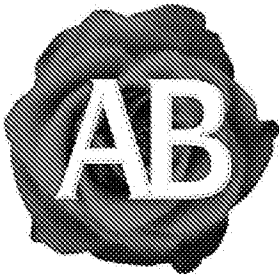


Title: Authorized Signatory


SCHEDULE A

ASSIGNED INTELLECTUAL PROPERTY

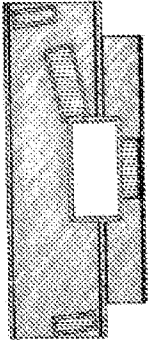
REGISTERED TRADEMARKS


AMERICAN BEAUTY MARKS

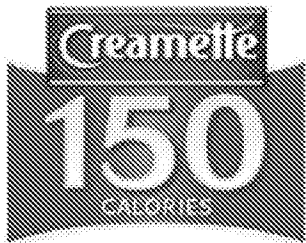

Mark	Country	Owner	Reg. No. Reg Date	Goods
	US	Seller	Appl. Ser. No. 88906846 Filed 2020-05- 08	43 Providing an online computer database to consumers featuring information about recipes, ingredients and cooking information
AMERICAN BEAUTY	US	Seller	1642927 1991-04- 30	30 dry alimentary paste products, namely various sizes, lengths, styles, shapes, and cuts of spaghetti, macaroni, lasagne, and egg noodles, and dry spaghetti sauces
	US	Seller	5716220 2019-04- 02	30 Pasta
	US	Seller	5765462 2018-06- 20	30 Pasta
AMERICAN BEAUTY	US	Seller	5765463 2019-05- 28	30 Pasta
AMERICAN BEAUTY	Cuba	Seller	2015- 1919-CU 2015-10- 24	30 Pasta
AMERICAN BEAUTY GLUTEN FREE	US	Seller	5675771 2019-02- 12	30 Pasta

Mark	Country	Owner	Reg. No. Reg Date	Goods
AMERICAN BEAUTY PASTA PORTIONS	US	Seller	Appl. Ser. No 88134144 2018-09- 27	30 Pasta
AMERICAN BEAUTY SUPERGREENS	US	Seller	5675770 2019-02- 12	30 Pasta
	US	Seller	5846907 2019-08- 27	30 Pasta
THAT'S REAL. AMERICAN BEAUTY	US	Seller	Appl. Ser. No. 88654236 filed 2019-10- 15	30 Pasta
SIMPLY PERFECT PASTA SINCE 1916	US	Seller	5765461 2019-05- 28	30 Pasta
TONIGHT WE PASTA	US	Seller	Appl. Ser. No. 88055020 filed 2018-07- 28	30 Pasta

CREAMETTE MARKS

Mark	Country	Owner	Reg. No. Reg Date	Goods
	US	Seller	0915314 1971-06-15	30 Alimentary pastes
A NEIGHBORHOOD TRADITION SINCE 1912	US	Seller	4786952 2015-04-28	30 Pasta
CREAMETTE	Vietnam	Seller	8377 VN 1992-11-12	30 Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee, flour and preparations made from cereals, bread, pastry and confectionary, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices, ice.
CREAMETTE	Bermuda	Seller	21492 BM	30 Pasta
CREAMETTE	Panama	Seller	71366 PA	30 Pastas alimentcias
CREAMETTE	US	Seller	0090907 1913-04-01	30 Macaroni






Mark	Country	Owner	Reg. No. Reg Date	Goods
CREAMETTE	Mexico	Seller	414197	30 cafe, te, cacao, azucar, arroz, tapioca, sagu, sucedaneos del cafe; harinas y preparaciones hechas de cereales, pan, pasteleria y confiteria, helados comestibles, miel, jarabe de melaza; levaduras, polvos para esponjar; sal, mostaza; vinagre, salsas (a excepcion de salsas para ensaladas); etc.
CREAMETTE	El Salvador	Seller	211122 2020-11-30	30 Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee, flour and preparations made from cereals, bread, pastry and confectionary, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices, ice.
CREAMETTE	China	Seller	569370 1990-11-10	30 Pasta products
	US	Seller	0576129 1953-06-16	30 macaroni shells; ready cut spaghetti; thin spaghetti; egg noodles; macaroni dinner, consisting of macaroni with prepared cheese sauce
CREAMETTE	US	Seller	0821223 1966-12-27	30 Alimentary pastes
CREAMETTE 150	US	Seller	4523099 2014-04-29	30 Dried pasta

Mark	Country	Owner	Reg. No. Reg Date	Goods
	US	Seller	4502799 2014-03-25	30 Dried pasta
	US	Seller	4786966 2015-08-04	30 Pasta
CREAMETTE GLUTEN FREE	US	Seller	5424466 2018-03-13	30 Gluten-free pasta
CREAMETTE PASTA PORTIONS	US	Seller	Appl. Ser. No. 88576163 2019-08-13	30 Pasta
CREAMO	Canada	Seller	NFLD2557 1944-09-01	30 Macaroni products including (but not so as to limit the generality of the foregoing) spaghetti, noodles with or without egg and vermicelli.
HOW DO WE PASTA	US	Seller	5962475 2020-01-14	30 Pasta

LIGHT 'N FLUFFY MARKS

Mark	Country	Owner	Reg. No. Reg Date	Goods
LIGHT 'N FLUFFY	US	Seller	1109562 1978-12-19	30 macaroni and noodles




MRS. WEISS' MARKS

Mark	Country	Owner	Reg. No. Reg Date	Goods
	US	Seller	0609228 1955-07-19	30 packaged noodle soup mix and alimentary pastes
	US	Seller	0646880 1957-06-11	30 pure egg noodles
	US	Seller	5808078 2019-07-16	30 Noodles; Pasta
	US	Seller	5835742 2019-08-13	30 Noodles; Pasta
	US	Seller	6048232 2020-05-05	30 noodles
MRS. WEISS'	US	Seller	5901376 2019-05-11	30 Pasta; noodles


NEW MILL MARKS

Mark	Country	Owner	Reg. No. Reg Date	Goods
NEW MILL	US	Seller	1708489 1992-08-18	30 noodles and macaroni

NO YOLKS MARKS




Mark	Country	Owner	Reg. No. Reg Date	Goods
	US	Seller	1109793 1978-12-19	30 egg noodle substitute made from flour, corn flour, and dried egg whites
NO YOLKS	US	Seller	1673567 1992-01-28	30 egg noodle substitute made from flour, corn flour, and dried egg whites
	US	Seller	5466906 2018-05-15	30 egg noodle substitute made from flour, corn flour, and dried egg whites
	Canada	Seller	TMA443922 1995-06-16	30 Noodles. Egg noodle substitute made from flour, corn flour, and dried egg whites
USE YOUR NOODLE	US	Seller	5196247 2017-02-05	30 Pasta
USE YOUR NOODLE!	US	Seller	3959074 2010-04-02	30 egg noodle substitute made from flour, corn flour, and dried egg whites

P&R MARKS

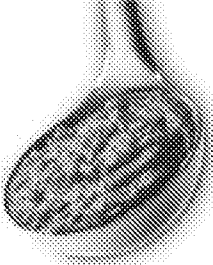
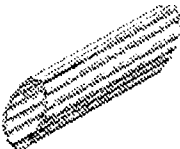
Mark	Country	Owner	Reg. No. Reg Date	Goods
P&R	US	Seller	1239609 1983-05-24	30 Bread Crumbs and Pasta Products-Namely, Acini di Pepe, Alphabets, Capellini, Ditali, Ditalini, Elbow Macaroni, Fettuccini, Lasagne, Linguini, Linguini Fini, Manicotti, Noodles, Pastina, Perciatelli, Pot Pie Bows, Rigatoni, Rosa Marina, Rotelle, Rings, Shells, Spaghetti, Spirals, Vermicelli, and Ziti
	US	Seller	1257063 1983-11-08	30 Bread Crumbs, Pasta in Various Forms and Noodles

PRINCE MARKS


Mark	Country	Owner	Reg. No. Reg Date	Goods
EVERY DAY'S A PRINCE PASTA DAY!	US	Seller	2026782 1996-12-31	30 pasta, namely, spaghetti, macaroni, vermicelli, linguine, shells, acini de pepe, tubetini, orzo, mostaccioli, fettuccine, angel hair
EVERY DAY'S A PRINCE PASTA DAY!	US	Seller	5535857 2018-08-07	30 Pasta, namely, ziti, rigatoni, rotini, cavatappi, elbow-shaped pasta, penne, wheel-shaped pasta, bow tie pasta, lasagna, jumbo shells, manicotti, alphabet-shaped pasta, pastina
PRINCE	Antigua and Barbuda	Seller	3312	30 Pasta
PRINCE	Oman	Seller	6269	30 30 Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionary, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices, ice.
PRINCE	Bermuda	Seller	21459	30 Food preparations made from flour of cereals; pasta products; paste sauces.
PRINCE	US	Seller	0137680 1920-11-30	30 Macaroni


Mark	Country	Owner	Reg. No. Reg Date	Goods
PRINCE	Korea (the Republic of)	Seller	256247	30 Pasta including spaghetti, macroni, rotini, linguine and noodles, wheat flour, carrots, sugar cane, canned fruits and baking powder.
	US	Seller	4125691 2012-04-10	30 pasta
	US	Seller	4786967 2015-08-04	30 pasta
Prince Leaning Tower of Pizza 	Canada	Seller	TMA120512 1960-12-23	30 Alimentary paste or dough products, namely, macaroni, spaghetti, ravioli, vermicelli, noodles, pasta, pastina, baby foods made of pasta, pizza and dough for making all of the foregoing; and sauces for use in connection with the foregoing, namely, tomato paste, tomato sauce, vegetable, meat and meatless sauces.
PRINCE PASTA PORTIONS	US	Seller	88576167 2019-08-13	30 Pasta
WEDNESDAY IS PRINCE SPAGHETTI DAY	US	Seller	0970866 1973-10-16	30 pasta products- namely, spaghetti, spaghetti

RONZONI MARKS




Mark	Country	Owner	Reg. No. Reg Date	Goods
	US	Seller	5723202 2019-09-04	30 Pasta
QUICK COOK	US	Seller	3887031 2010-12-07	30 pasta
SIMPLY PERFECT PASTA	US	Seller	3481785 2008-05-08	30 pasta
<i>homestyle</i>	US	Seller	5588316 2018-10-16	30 pasta
	US	Seller	1248557 1983-08-16	30 pasta
THICK AND HEARTY	US	Seller	5597765 2018-10-30	30 pasta



SAN GIORGIO MARKS

Mark	Country	Owner	Reg. No. Reg. Date	Goods
#SANGIORGIO4GOOD	US	Seller	5602380 2018.06.11	30 Pasta 43 Providing food via a mobile truck
	US	Seller	0844679 1966-11-04	046. G & S: alimentary pastes, including various sizes, lengths, styles, shapes, and cuts of spaghetti and macaroni; and for egg noodles and egg noodle products-namely, pot pie bows, pot pie squares, dumplings, flavored bread crumbs, and meatless spaghetti sauces
POT-PIE	US	Seller	0177999 1924-01-01	30 Macaroni products
SAN GIORGIO	Dominican Republic (the)	Seller	135382	30 spaghetti and other pasta and pasta products.
SAN GIORGIO	US	Seller	0607385 1955-06-14	30 spaghetti sauce, macaroni of various lengths, styles, shapes, and cuts
SAN GIORGIO	US	Seller	0844678 1968-02-20	30 alimentary pastes, including various sizes, lengths, styles, shapes, and cuts of spaghetti and macaroni; and for egg noodles and egg noodle products-namely, pot pie bows, pot pie squares, dumplings
SAN GIORGIO	Japan	Seller	2155424	29 30
SAN GIORGIO PASTA PORTIONS	US	Seller	Appl. Ser. No. 88134117 filed 2018-09-27	30 pasta


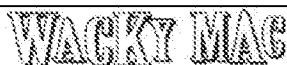
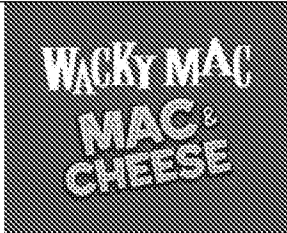
Mark	Country	Owner	Reg. No. Reg. Date	Goods
	US	Seller	5307081 2017-10-10	30 pasta

SKINNER MARKS

Mark	Country	Owner	Reg. No. Reg Date	Goods
RED, WHITE, & BLUE SINCE 1912	US	Seller	5257956 2017-09-01	30 Pasta
	US	Seller	5257957 2017-09-01	30 Pasta
SIMPLY PERFECT PASTA SINCE 1912	US	Seller	5671446 2019-02-05	30 Pasta
	US	Seller	0670993 1958-09-12	30 spaghetti, macaroni, vermicelli, egg noodles, dumplings
SKINNER	US	Seller	1521166 1989-01-17	30 dry alimentary paste products, namely, various sizes, lengths, styles, shapes, and cuts of spaghetti and macaroni; egg noodles, and dumplings
	US	Seller	4960762 2016-05-17	30 pasta

Mark	Country	Owner	Reg. No. Reg Date	Goods
	US	Seller	5765124 2019-05-28	30 pasta
SKINNER GLUTEN FREE	US	Seller	5551480 2018-08-28	30 Gluten-free pasta
SKINNER PASTA PORTIONS	US	Seller	Appl. Ser. No. 88134171 filed 2018.09-27	30 pasta
SKINNER SUPERGREENS	US	Seller	5740820 2019-04-30	30 pasta
SKINNER'S 	US	Seller	1313673 1985-08-01	30 breakfast cereals

WACKY MAC MARKS

Mark	Country	Owner	Reg. No. Reg Date	Goods
WACKY MAC	Canada	Seller	TMA804118 2011-08-10	30 Pasta. Macaroni and cheese.
	US	Seller	1491386 1988-07-06	30 Pasta
WACKY MAC	US	Seller	2908113 2003-08-12	30 Macaroni and cheese
	Canada	Seller	TMA794779 2011-04-06	30 Pasta.
	US	Seller	5082556 2016-11-15	30 Pasta