

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637535

<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>
Platinum Beef Producers, LLC		03/16/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tyson Fresh Meats, Inc.		
<b>Street Address:</b>	2200 Don Tyson Parkway		
<b>City:</b>	Springdale		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72762		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4739640	PLATINUM BEEF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	docket@tyson.com		
<b>Correspondent Name:</b>	Jeffrey Baravetto		
<b>Address Line 1:</b>	400 S. Jefferson Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60607		
<b>NAME OF SUBMITTER:</b>	Jeffrey Baravetto		
<b>SIGNATURE:</b>	/jeffrey baravetto/		
<b>DATE SIGNED:</b>	04/07/2021		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

*Platinum Beef Producers LLC* This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is between *Platinum Beef Producers LLC* with a principal address of *1867 Indian Rd. Scituate* ("Assignor") and Marksmen Inc., a Delaware corporation with its principal place of business located at 25 W. Main Street Ct., Ste. 200 Alpine, UT 84004 ("Agent"), acting solely in its capacity as agent for an undisclosed assignee ("Assignee"), with reference to the facts and circumstances set forth below. The Assignment is effective upon execution by Assignor and Agent, on behalf of Assignee.

### RECITALS

WHEREAS, Assignor owns all right, title and interest in and to the Platinum Beef trademark and US Trademark Registration No. US 4739640 therefore (the "Mark"); and

WHEREAS, in exchange for the consideration recited below, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business associated therewith.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the Mark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Mark throughout the world. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Mark, and to secure in its own name the registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Mark, including executing the Trademark Assignment attached hereto as Exhibit A, which will be recorded with the U.S. Patent and Trademark Office. Assignor hereby grants Buyer permission to fill in the name of Assignee in Exhibit A after Assignor executes the assignment.

2. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in the Mark free and clear of all liens, encumbrances, security interests, and restrictions on transfer; Assignor has not granted and will not grant any licenses or other rights to the Mark to any third party; to Assignor's knowledge, the Mark does not infringe the rights of any third party; there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Mark; and Assignor has the rights necessary to confer the rights granted to Assignee herein.

3. Assignor further agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth above.

4. Assignor agrees not to adopt, use, or register with any registry in any territory throughout the universe any trademark, trade name, or domain name that is identical or confusingly similar to the Mark including, but not limited to, any mark that incorporates the words Platinum Beef.

5. In consideration of Assignor's covenants under this Assignment, Assignee agrees to pay Assignor a total of Seven thousand five hundred dollars (\$7500.00) after it receives a signed copy of this Assignment. Escrow fees associated with any of the transactions contemplated hereunder shall be paid for in their entirety by the Assignee.

6. Assignor and Assignee recognize and acknowledge that it may be impractical or very difficult to determine or fix the amount of damages that would be sustained as a result of a breach of this Assignment by either Assignor or Assignee. Accordingly, Assignor and Assignee agree that, in the event of any such breach, the non-breaching party would suffer irreparable harm and that the entry of injunctive relief would be appropriate. Assignor and Assignee agree that the breaching party will not oppose the entry of injunctive relief upon the finding of the court of a violation of this Assignment. Assignor and Assignee further agree that monetary damages alone are not a sufficient remedy for violation of this Assignment and that the non-breaching party's remedy for a breach of this Assignment shall include specific performance of the terms set forth herein.

7. This Assignment shall inure to the benefit of and be binding on the successors and assigns of Assignor and Assignee.

8. This Assignment constitutes the final and entire agreement between Assignor and Assignee with respect to the subject matter. This Assignment supersedes all previous and contemporaneous proposals, arrangements or understandings between Assignor and Assignee with respect to the subject matter. This Assignment may not be amended or modified unless mutually agreed upon in writing by Assignor and Assignee, through Agent, and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach. This Assignment is made without reliance on any promises or representations other than those expressly contained in this Assignment.

9. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Photographic, fax, and/or scanned copies of such signed counterparts may be used in lieu of the originals of this Assignment for any purpose, and shall be deemed as effective as an original signature.

10. If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment. This Assignment shall be deemed the joint work product of Assignor and Assignee without regard to the identity of the draftsman, and any rule of construction that a document shall be interpreted or construed against the drafting party shall not be applicable.

11. Assignor and Agent each represents and warrants that the person executing this Assignment has the full right and authority to enter into this Assignment on behalf of the party on whose behalf he or she purports to act and the full right and authority to execute all instruments provided for in this Assignment and to bind fully such party to the terms and

obligations of this Assignment, and that no other person's consent is needed to transfer the Mark at issue herein.

12. Assignor acknowledges and agrees that Agent is executing this Assignment solely in its capacity as agent for and on behalf of Assignee, an undisclosed principal, and Agent is not a party to this Assignment.

Agreed to by:

Platinum Beef Producers, LLC

By: *Nathan Wells*

Printed Name: Nathan Wells

Title: President

Date: 3-16-2021

MARKSMEN INC., solely in its capacity as agent for Assignee

By: *Jeff Crapo*

Printed Name: Jeff Crapo

Title: CEO

Date: 3/17/2021

EXHIBIT A

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is entered into as of 3-16, 2021 by and between Platinum Beef Producers, a Limited Liability Corporation ("Assignor"), in favor of Tyson Fresh Meats, Inc, a Delaware corporation ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title and interest in and to the Platinum Beef trademark, together with all applications and registrations therefor, including, without limitation, U.S. Reg. No. US 4739640 (the "Trademark");

WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademark. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademark, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademark, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademark.

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first set forth above.

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Platinum Beef Producers, LLC

By: Natasha Wells

Printed Name: Natasha Wells

Title: President

Date: 3-16-2021