

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Puritan Food Co., Inc.		04/16/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Poultry Products Company of New England, LLC		
Doing Business As:	Prime Source Foods		
Street Address:	31 Jacks Bridge Road		
City:	Londonderry		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03053		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5637020	PURE PACK PREMIUM	
Registration Number:	5636922	PURE PACK	
Registration Number:	5625731	PURITAN FOODS	
Registration Number:	5486597	PURE PACK PREMIUM	
Registration Number:	5480005	PURE PACK	
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<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>			
Phone:	6036281380		
Email:	catherine.yao@mclane.com		
Correspondent Name:	Catherine Yao		
Address Line 1:	P.O. Box 326		
Address Line 4:	Manchester, NEW HAMPSHIRE 03105		
NAME OF SUBMITTER:	Catherine S. Yao		
SIGNATURE:	/Catherine S. Yao/		
DATE SIGNED:	04/19/2021		

OP \$140.00 5637020

Total Attachments: 5

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CONFIRMATORY IP ASSIGNMENT AGREEMENT

THIS CONFIRMATORY IP ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of April 16, 2021 is made by **Puritan Food Co., Inc.**, a Massachusetts corporation (hereinafter, “Assignor”), in favor of **Poultry Products Company of New England, LLC (d/b/a Prime Source Foods)**, a New Hampshire limited liability company (hereinafter, “Assignee”).

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee, dated January 28, 2021, as amended by the First Amendment to Asset Purchase Agreement dated April 2, 2021 (the “APA”), Assignor has conveyed, transferred, and assigned to Assignee, substantially all of the assets of Assignor, including all intellectual property rights of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other entities or agencies, as appropriate, in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “Assigned IP” means all of:

(i) Assignor’s inventions (whether patentable or unpatentable, registered or unregistered), including without limitation, all of Assignor’s patents and patent applications (and patents that issue on such patent applications), issuances, divisions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, reissues, extensions, reexaminations, renewals, and registrations of any item in any of the foregoing; Assignor’s foreign patents, patent applications, and counterparts related to any item in any of Assignor’s patents or the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances (the “Patents”);

(ii) Assignor’s trademarks and service marks, whether registered or unregistered, including without limitation, as set forth in the attached Schedule A, and any other trademark and service mark registrations and applications owned by Assignor, and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(iii) Assignor’s copyrights, whether registered or unregistered, including without limitation, all of Assignor’s copyright registrations and applications for registration and exclusive copyright licenses and all issuances, extensions and renewals thereof (the “Copyrights”);

(iv) Assignor’s right, title, and interest, in and to the intellectual property assets set forth in the attached Schedule A and any of Assignor’s other intellectual property and related proprietary rights not included in Sections 1(a)(i) – (iii) above (“Other IP”), including, but not

limited to, Assignor's trade secrets, product designs and specifications, websites, domain names, engineering materials, research and development, market studies and related materials, computer software and programs (including all source code and object code related thereto), business methods, know-how, and confidential information;

(v) 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;

(vi) 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

(vii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignment. Assignor confirms that it has assigned, and by these presents hereby does assign, to Assignee of all right, title and interest throughout the world in and to the Assigned IP.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 IP to Assignee, or any assignee or successor thereto

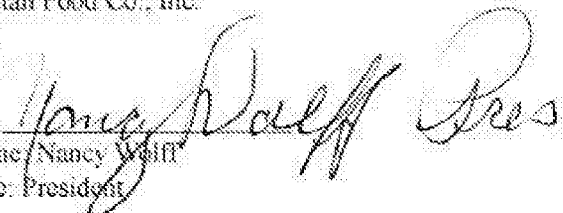
4. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA 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 APA and the terms hereof, the terms of the APA shall govern.

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

6. Severability. If the scope of any provision contained in this IP Assignment is too broad to permit enforcement to its full extent, then the provision shall be enforced to the maximum extent permitted by law and the Parties hereby consent and agree that such scope may be judicially modified in any proceeding with respect to the enforcement of such provision. If any provision of this IP Assignment is construed to be illegal, invalid, or otherwise unenforceable as applied to any circumstance, the legality or validity of any other provision will not be affected thereby, and any illegal, invalid or unenforceable provision of this IP Assignment shall be severable and the remainder of this IP Assignment shall be interpreted so as best to effect the intent of the Parties.

Assignor and Assignee has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR
Puritan Food Co., Inc.

By: 
Name: Nancy Wolff
Title: President

ASSIGNEE
Poultry Products Company of New
England, LLC (d/b/a Prime Source
Foods)

By: _____
Name: William S. Conrad
Title: President

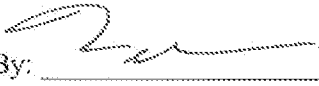
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Assignor and Assignee has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR
Puritan Food Co., Inc.






By: _____
Name: Nancy Wolff
Title: President

ASSIGNEE
Poultry Products Company of New
England, LLC (d/b/a Prime Source
Foods)

By:  _____
Name: William S. Conrad
Title: President

SCHEDULE A

Trademark Registrations:

Mark	Jurisdiction	Application No.	Registration No.
PURE PACK PREMIUM (and design) 	USA	87884396	5637020
PURE PACK (and design) 	USA	87875953	5636922
PURITAN FOODS (and design) 	USA	87751968	5625731
PURE PACK PREMIUM (and design) 	USA	87684360	5486597
PURE PACK (and design) 	USA	87634729	5480005

Common Law Marks:

Mark
PURE PACK PREMIUM
PURE PACK
PURITAN FOODS

Domain Names:

- www.puritanfoods.com
- www.purepackpoultry.com