

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649298

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900606469		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConAgra Foods RDM, Inc.		03/31/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Conagra G&S (CAG), LLC		
Street Address:	222 Merchandise Mart Plaza, Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88891030		
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	2123263939		
Email:	elabarge@jonesday.com		
Correspondent Name:	Robert T.S. Latta		
Address Line 1:	250 Vesey Street		
Address Line 2:	Jones Day		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	415750-600062		
NAME OF SUBMITTER:	Robert T.S. Latta		
SIGNATURE:	/Robert T.S. Latta/		
DATE SIGNED:	05/25/2021		
Total Attachments: 4			
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source=TM Assignment Agreement_RDM to G&S (CAG)_Poppycock#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of date of the last signature below (the "Effective Date"), is between ConAgra Foods RDM, Inc., a Delaware corporation ("Assignor") and Conagra G&S (CAG), LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor ("Assignee", and together with Assignor, the "Parties").

RECITALS

- A. The Parties entered into the Amended and Restated Intellectual Property Assignment and Assumption Agreement (the "IP Assignment Agreement") effective as of 1:30 p.m. Central Time ("Effective Time") on May 31, 2020.
- B. In accordance with Section 6 of the IP Assignment Agreement and the terms and conditions of this Agreement, Assignor desires to assign, and Assignee desires to receive assignment of, the Assigned Trademarks (defined below).

AGREEMENT

The Parties agree as follows:

1. Assignment of Trademarks. Effective as of the Effective Date, Assignor hereby assigns, transfers, contributes, conveys and delivers to Assignee all of Assignor's rights, title and interests, in the United States of America, in, to and under the trademarks, service marks, logos, phrases, other forms of indicia of source or origin, trademark registrations and applications for trademark registration set forth on Annex A, all registrations, applications, and renewals thereof, all rights conferred under any of the foregoing, and all goodwill of the business associated with or symbolized by any of the foregoing (the "Assigned Trademarks").
2. Recordation. Assignor hereby authorizes and requests the United States Commissioner for Trademarks and any other similar government authority anywhere in the world to record Assignee as the owner of the Assigned Trademarks and issue any and all trademark registrations issued thereon to and in the name of Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns and other legal representatives. Assignee has the right to record this Agreement with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.
3. Further Assurances. Assignor will provide Assignee and its successors, assigns and other legal representatives with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in connection with: (a) the perfection of the rights assigned in this Agreement, including the preparation, execution and delivery of all documentation which may be reasonably necessary

to further document and record the assignment of the Assigned Trademarks made in this Agreement, (b) the preparation and prosecution of any application for registration, extension, renewal or equivalent to any of the foregoing for any of the Assigned Trademarks, (c) the prosecution or defense of any opposition, cancellation, infringement or other proceeding that may arise in connection with any of the Assigned Trademarks, this Agreement or the assignment made hereby, and (d) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

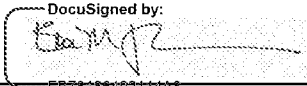
4. Tax Treatment. For U.S. federal, state and local income tax purposes, the assignment of the Assigned Trademarks under this Agreement is intended to be treated, to the maximum extent permitted by applicable law, as the delayed legal transfer of assets the beneficial ownership of which has already been transferred between the Parties pursuant to Section 6 of the IP Assignment Agreement.
5. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware without regard to its conflict of law rules. The competent court of jurisdiction for all disputes arising from or in connection with this Agreement will be exclusively the courts of the State of Delaware or the courts of the United States located in the State of Delaware.
6. Entire Agreement. This Agreement (including its Annex(es)) constitutes the full and entire understanding and agreement among the Parties with regard to the subject matters hereof and thereof and supersede all other prior agreements and understandings with regard to the subject matters hereof and thereof.
7. Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

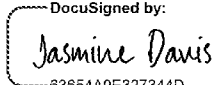
ASSIGNOR:

CONAGRA FOODS RDM, INC.

By: 
Name: Eric Johnson
Title: Vice President, Tax
Date: 3/31/2021 | 4:08 PM EDT


ASSIGNEE:

CONAGRA G&S (CAG), LLC

By: 
Name: Jasmine Davis
Title: Counsel, Intellectual Property
Date: 3/31/2021 | 1:07 PM EDT

Annex A

Assigned Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	88/891,030	April 28, 2020	N/A	N/A