

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conagra R&F Sub 2, LLC		05/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Conagra R&F Sub 3, LLC		
Street Address:	222 W. Merchandise Mart Plaza, Ste 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4614823	SMARTCUPS	
Registration Number:	0997653	EGG BEATERS	
Registration Number:	1073267	EGG BEATERS	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	60962-208785		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	07/13/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), effective as of 11:59 p.m. Central Time on May 26, 2021 (the "IP Transfer Effective Time"), is between Conagra R&F Sub 2, LLC, a Delaware limited liability company ("Assignor") and Conagra R&F Sub 3, LLC, a Delaware limited liability company ("Assignee"). The Assignor and Assignee are referred to herein individually as a "Party" and together as the "Parties".

The Parties agree as follows:

1. Assignment of Assets. Effective as of the IP Transfer Effective Time, Assignor hereby assigns, transfers, contributes, conveys and delivers to Assignee all of Assignor's rights, title and interests in, to and under all of the following assets (collectively, the "Assigned Assets").
 - a. all rights in the United States of America in and to registered and unregistered trademarks, service marks, trade dress, logos, corporate names, trade names, other indicia of source or origin and Internet domain names, all registrations, applications, and renewals thereof and all rights conferred under any of the foregoing, and all goodwill associated with or symbolized by any of the foregoing ("Trademarks") in each case that are related to the brands listed on Annex A, including the Trademarks listed on Annex B, as updated from time to time by the mutual agreement of the Parties consistent with Section 6 of this Agreement (collectively, the "Assigned Trademarks");
 - b. all income, royalties, damages or payments due or payable as of the IP Transfer Effective Time or thereafter related to any of the Assigned Trademarks, including, without limitation, all claims for damages and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misuse, unlawful imitation or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives;
 - c. all of the agreements listed on Annex C, as updated from time to time by mutual agreement of the Parties consistent with Section 6 of this Agreement (the "Assigned IP Agreements"); and
 - d. originals, or where not available, copies, of all material, research and files relating to the Assigned Trademarks and the Assigned IP Agreements.
2. Assumption of Liabilities. Effective as of the IP Transfer Effective Time, Assignee hereby assumes and will perform, pay and discharge as and when due all liabilities and obligations of Assignor to the extent resulting from, relating to or arising out of the Assigned Assets of whatever kind or nature (whether absolute,

accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise).

3. 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.
4. Further Assurances. Each Party will execute and deliver such instruments and take such other actions as the other Party may reasonably request in order to carry out the intent of this Agreement or to better evidence or effectuate the transactions contemplated hereby.
5. Tax Treatment. The assignment of the Assigned Assets under this Agreement is intended to be disregarded for U.S. federal income tax purposes. No Party will take a position contrary to the aforementioned treatment unless, and then solely to the extent that, a contrary position is required as a result of a final determination under applicable law.
6. Potential Deferred Assets. If the transfer of any Assigned Asset as contemplated by this Agreement is not fully consummated at the IP Transfer Effective Time for any reason (including any delay required by or arising out of applicable law, any complication in the transfer of legal title, or any mistake by any of the Parties), then, to the extent permitted by applicable law, the Assignor: (a) shall thereafter hold any assets the transfer of which is delayed or deferred ("Deferred Assets"), as the case may be, in trust for the use and benefit and burden of the Assignee until the final consummation of the transfer thereof, and (b) with respect to any Deferred Assets, develop and implement mutually acceptable arrangements to place the Assignee entitled to receive such Deferred Assets in substantially the same position as if such Deferred Assets had been transferred as contemplated hereby and so that all the benefits and burdens relating to such Deferred Assets, including possession, use, risk of loss, potential for gain, dominion, ability to enforce the rights under or with respect to and control and command over such Deferred Assets, are to inure to the Assignee from and after the time such transfer would have otherwise been made pursuant this Agreement. The Parties further agree to arrange for the final transfer of any Deferred Assets to the Assignee, according to the terms contemplated by this Agreement, as expeditiously as reasonably possible.
7. 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.

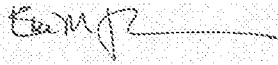
8. Entire Agreement. This Agreement (including its Annexes) constitute the full and entire understanding and agreement among the Parties with regard to the subject matters hereof and thereof and supersede all other prior agreements and understandings with regard to the subject matters hereof and thereof.
9. 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 Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the IP Transfer Effective Time.

ASSIGNOR:

CONAGRA R&F SUB 2, LLC

By: 

Name: Eric M. Johnson
Title: Vice President, Tax

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the IP Transfer Effective Time.

ASSIGNEE:

CONAGRA R&F SUB 3, LLC

By: Alexander B. Jacobs
Name: Alexander B. Jacobs
Title: Vice President and Treasurer

Annex A

Assigned Brands

1. Egg Beaters

Annex B

Assigned Trademarks

Country	Mark	App. No.	File Date	Reg. No.	Reg. Date	Recorded Owner
United States	SMARTCUPS	86/007,578	7/11/2013	4,614,823	9/30/2014	Conagra R&F Sub 2, LLC
United States	EGG BEATERS	72/463,901	7/25/1973	0,997,653	11/5/1974	Conagra R&F Sub 2, LLC
United States	EGG BEATERS (STYLIZED)	73/115,642	2/14/1977	1,073,267	9/13/1977	Conagra R&F Sub 2, LLC

Annex C

Assigned IP Agreements

Inbound Licenses:

1. None.

Outbound Licenses:

1. None.