

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660038

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Intellectual Property Assignment
RESUBMIT DOCUMENT ID:	900622570

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Riviana Foods Inc.		05/24/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Dakota Growers Pasta Company, Inc.
Street Address:	One Pasta Avenue
City:	Carrington
State/Country:	NORTH DAKOTA
Postal Code:	58421
Entity Type:	Corporation: NORTH DAKOTA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2840279	HEALTHY HARVEST
Registration Number:	0518709	RONZONI
Registration Number:	1201326	RONZONI
Registration Number:	2022974	RONZONI
Registration Number:	4125692	RONZONI
Registration Number:	4503048	RONZONI 150
Registration Number:	5083544	RONZONI 150 CALORIES
Registration Number:	3811896	RONZONI GARDEN DELIGHT
Registration Number:	4401112	RONZONI GARDEN DELIGHT
Registration Number:	4482597	RONZONI GLUTEN FREE
Registration Number:	2946784	RONZONI HEALTHY HARVEST
Serial Number:	88134082	RONZONI PASTA PORTIONS
Registration Number:	4972252	RONZONI SINCE 1915
Registration Number:	5083545	RONZONI SINCE 1915 150 CALORIES
Serial Number:	88238258	RONZONI SINCE 1915 3 MINUTE PASTA
Registration Number:	5130342	RONZONI SINCE 1915 SUPERGREENS
Registration Number:	1538349	RONZONI SONO BUONI
Registration Number:	0821366	RONZONI SONO BUONI-RONZONI IS SO GOOD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5436562	RONZONI SUPERGREENS
Registration Number:	4693189	RONZONI. THE PASTA THAT CALLS AMERICA HO
Registration Number:	3828701	SAME GREAT TASTE. SMARTER PASTA
Registration Number:	3592893	SMART TASTE
Registration Number:	1516570	TRIO ITALIANO

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Matthew J. Himich

Address Line 1: One US Bank Plaza

Address Line 2: Thompson Coburn LLP

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	65469-205955
NAME OF SUBMITTER:	Matthew Himich
SIGNATURE:	/Matthew J. Himich/
DATE SIGNED:	07/14/2021

Total Attachments: 18

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “*Assignment*”) is entered into as of May 31, 2021 by and between Riviana Foods Inc., a Delaware corporation (the “*Assignor*”), and Dakota Growers Pasta Company, Inc., a North Dakota corporation (the “*Assignee*”).

RECITALS

WHEREAS, this Assignment is being executed and delivered pursuant to that certain Asset Purchase and Sale Agreement by and between the Assignor and the Assignee dated as of March 26, 2021 (the “*Purchase Agreement*”), pursuant to which, among other things, the Assignor has agreed to assign, convey, transfer and deliver to the Assignee, and the Assignee has agreed to acquire and accept, from the Assignor, all of the Assignor’s right, title and interest in, to and under the Acquired Assets (including, without limitation, the registered Assigned Intellectual Property); and

WHEREAS, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, the Assignor desires to assign to Assignee, and Assignee desires to accept, all of the rights and obligations of the Assignor in, to and under the registered Assigned Intellectual Property, including the trademarks, domain name registrations and social media identifiers set forth on Schedule A attached hereto.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Subject to the terms and conditions of the Purchase Agreement, the Assignor does hereby sell, assign, convey, transfer and deliver to the Assignee, and Assignee hereby accepts and acquires, effective as of the Closing, (a) all of the Assignor’s right, title and interest in and to, and all burdens, obligations and liabilities of Assignor in connection with, the registered Assigned Intellectual Property, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of the Assignor solely to which the registered Assigned Intellectual Property pertains and the goodwill solely associated with the registered Assigned Intellectual Property and symbolized thereby, and (b) all other rights accruing thereunder or pertaining thereto, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors and assigns, as full and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of

any of the registered Assigned Intellectual Property and all income, royalties or payments due or payable from the Closing or thereafter in respect of any of the foregoing.

3. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. Rather, this Assignment is only 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 conflicts or is inconsistent with any provision of the Purchase Agreement, the provisions of the Purchase Agreement will govern.

4. Amendment and Modification. This Assignment may not be amended or modified in any manner except by a written document signed by the parties hereto that expressly amends the Assignment.

5. Counterparts. This Assignment may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by .pdf attachment to an e-mail is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

6. Governing Law. This Assignment will be governed by, construed and enforced in accordance with the Laws of Delaware, without regard to choice of law principles that would require the application of the Laws of any other jurisdiction.

7. Successors and Assigns. This Assignment (and all covenants, rights, obligations, and agreements created hereunder) will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

8. Third-Party Beneficiary. This Assignment is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other Person has any right, benefit, priority or interest under or because of the existence of this Assignment.

9. Further Assurances. Subject to the terms and conditions set forth in this Assignment, each party hereto will take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Assignment; provided, however, that no such act or document shall increase a party's Liabilities, or decrease its rights or benefits, under this Assignment, the Purchase Agreement or any Transaction Document.


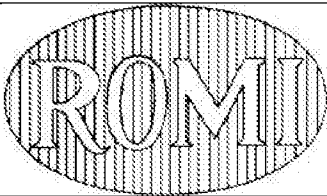
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Schedule A

Registered Assigned Intellectual Property

Trademarks:

Mark	Country	Owner	Reg. No. Reg Date	Goods
GARDEN DELIGHT	CL	New World Pasta Company (Merged with Seller on 1/1/2017)	1167987 2015-06-02	30 Pastas alimenticias
GARDEN DELIGHT	PY	New World Pasta Company (Merged with Seller on 1/1/2017)	394/2014 2014-07-01	30 Pasta
HEALTHY HARVEST	CL	New World Pasta Company (Merged with Seller on 1/1/2017)	1193332 2016-01-21	30 Pastas alimenticias
HEALTHY HARVEST	US	New World Pasta Company (Merged with Seller on 1/1/2017)	2840279 2004-05-11	30 Pasta

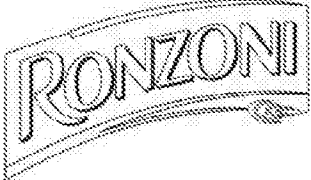
Mark	Country	Owner	Reg. No. Reg Date	Goods
HEALTHY HARVEST	PY	New World Pasta Company (Merged with Seller on 1/1/2017)	395/2014	30 Pasta
HEALTHY HARVEST	CA	Seller	TMA419609 1993-11-12	30 Pasta, namely macaroni and spaghetti and sauces for use with pasta.
 HIRODELLE	CA	Seller	NFLD1130 1922-12-26	30 Alimentary pastes
IT'S YOUR PASTA	CA	Seller	TMA796906	30 Pasta and dry pasta dishes with seasoning.
	CA	Seller	TMA126107 1962-04-13	30 Macaroni, spaghetti and noodles.
ROMI	CA	Seller	TMA252462 1980-11-07	30 Macaroni, spaghetti and noodles. Sauces.
RONZONI	BQ	Seller	1815	29 meat, fish, poultry and game; meat extracts; foods prepared from meat, fish, poultry, game and shellfish preserved, dried and cooked vegetables; edible oils and fats; refrigerated and frozen (prepared) meals; 30 pasta, dry pasta and shelf stable meals including pasta, sauce and meat; sauces (condiments); refrigerated and frozen (prepared) meals.

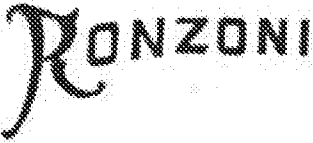
Mark	Country	Owner	Reg. No. Reg Date	Goods
RONZONI	SX	Seller	12097	29 meat, fish, poultry and game; meat extracts; foods prepared from meat, fish, poultry, game and shellfish preserved, dried and cooked vegetables; edible oils and fats; refrigerated and frozen (prepared) meals; 30 pasta, dry pasta and shelf stable meals including pasta, sauce and meat; sauces (condiments); refrigerated and frozen (prepared) meals.
RONZONI	CW	New World Pasta Company (Merged with Seller on 1/1/2017)	13598	29 meat, fish, poultry and game; meat extracts; foods prepared from meat, fish, poultry, game and shellfish preserved, dried and cooked vegetables; edible oils and fats; refrigerated and frozen (prepared) meals; 30 pasta, dry pasta and shelf stable meals including pasta, sauce and meat; sauces (condiments); refrigerated and frozen (prepared) meals.
RONZONI	BS	Seller	32846	30 pasta
RONZONI	TT	Seller	40010	30 Dry pasta; pre-packaged meals consisting primarily of pasta, sauce and meats (pasta predominating).
RONZONI	BM	Seller	56445	30 pasta



Mark	Country	Owner	Reg. No. Reg Date	Goods
RONZONI	DO	New World Pasta Company (Merged with Seller on 1/1/2017)	78483	30 pasta
RONZONI	RU	Seller	144210	29 meat, fish, poultry and game; meat extracts; foods prepared from meat, fish, poultry, game and shellfish preserved, dried and cooked vegetables; edible oils and fats; refrigerated and frozen (prepared) meals; 30 pasta, dry pasta and shelf stable meals including pasta, sauce and meat; sauces (condiments); refrigerated and frozen (prepared) meals.
RONZONI	JO	Seller	154191	30 pasta
RONZONI	PE	Seller	219437	30 pasta
RONZONI	NZ	New World Pasta Company (Merged with Seller on 1/1/2017)	238463 1997-01-24	30 preparations made from cereals including biscuits, cakes, pastries and other confections; confectionery including ice and ice cream confectionery; rice, alimentary pastes, spaghetti and other pastas and pasta products; prepared sauces, dry sauce mixes, bread and breadcrumbs in this class





Mark	Country	Owner	Reg. No. Reg Date	Goods
RONZONI	SA	New World Pasta Company (Merged with Seller on 1/1/2017)	254/93	30 pasta
RONZONI	IL	Seller	295391	30 pasta
RONZONI	PY	Seller	426339	30 pasta
RONZONI	MX	Seller	516792	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 (except salad dressing); spices.
RONZONI	CO	Seller	518290	30 pasta
RONZONI	US	Seller	0518709 1949-12-13	30 alimentary pastes
RONZONI	EC	New World Pasta Company (Merged with Seller on 1/1/2017)	0155-97	30 Flour and preparations made from cereals, rice, noodles, spaghetti and other pastas or doughs and pasta and dough products, bread, biscuits, grated cheese, bread crumbs and dry sauces mixes.








Mark	Country	Owner	Reg. No. Reg Date	Goods
RONZONI	ES	Seller	M1160564 1987-10-20	29 carne, pescado, aves y caza; extractos de carne; frutas y legumbres en conserva, secas y cocidas; jaleas, mermeladas; huevos, leche y productos lacteos; aceites y grasas comestibles; salsas para ensaladas; conservas.
RONZONI	CL	Seller	1167989	30 pasta
RONZONI	US	New World Pasta Company (Merged with Seller on 1/1/2017)	1201326 1982-07-13	30 dried alimentary paste
RONZONI	MX	New World Pasta Company (Merged with Seller on 1/1/2017)	1852792 2018-02-26	30 pastas alimenticias, no hechas a base de cereales, excluyendo expresamente 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 (condimentos); especias; hielo.
RONZONI	AU	Seller	1851314	30 pasta






Mark	Country	Owner	Reg. No. Reg Date	Goods
RONZONI	US	New World Pasta Company (Merged with Seller on 1/1/2017)	2022974 1996-12-17	30 alimentary pastes
	US	Seller	4125692 2012-04-10	30 pasta
RONZONI	CN	Seller	25762648 2017-09-08	30 pasta
RONZONI	VE	New World Pasta Company (Merged with Seller on 1/1/2017)	P-265973	30 pasta and pasta sauces
RONZONI	CU	New World Pasta Company (Merged with Seller on 1/1/2017)	2002-0740	30 pasta
RONZONI	HK	Seller	304169287	30 pasta
RONZONI	MY	Seller	2017061362	30 pasta
RONZONI	ID	New World Pasta Company (Merged with Seller on 1/1/2017)	2015-052596	30 dried pasta


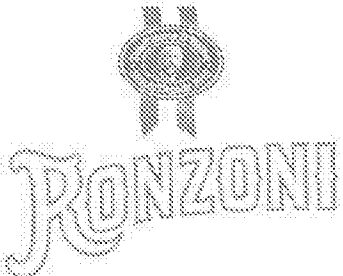
Mark	Country	Owner	Reg. No. Reg Date	Goods
RONZONI	SG	Seller	4010171	30 pasta
RONZONI	PH	Seller	Appl. Ser. No. 42021500231	30 pasta
	IT	Seller	0000914993 2003-10-28	5Prodotti farmaceutici, preparati medici e veterinari; prodotti igienici per scopi medici; alimenti e sostanze dietetiche per uso medico o veterinario, alimenti per neonati; complementi alimentari per umani ed animali; impiastri, materiale per fasciature; materiali per otturare i denti e per impronte dentarie; disinfettanti; prodotti per la distruzione degli animali nocivi; fungicidi, erbicidi.30Caffè, tè, cacao e succedanei del caffè; riso; tapioca e sago; farine e preparati fatti di cereali, pane, pasticceria e confetteria; gelati; zucchero, miele, sciroppo di melassa; lievito, polvere per fare lievitare; sale; senape; aceto, salse (condimenti); spezie; ghiaccio.

Mark	Country	Owner	Reg. No. Reg Date	Goods
RONZONI 150	US	New World Pasta Company (Merged with Seller on 1/1/2017)	4503048 2014-03-24	30 dried pasta
RONZONI 150 CALORIES	US	New World Pasta Company (Merged with Seller on 1/1/2017)	5083544 2016-11-15	30 dried pasta
RONZONI GARDEN DELIGHT	CO	Seller	502573	30 pasta
RONZONI GARDEN DELIGHT	US	Seller	3811896 2010-06-29	30 pasta
RONZONI GARDEN DELIGHT	US	Seller	4401112 2013-09-10	30 pasta
RONZONI GARDEN DELIGHT	BR	Seller	907999778	30 pasta
RONZONI GLUTEN FREE	PY	Seller	427287	30 pasta
	CO	Seller	502578	30 pasta
RONZONI GLUTEN FREE	CL	Seller	1167988	30 pasta
	US	Seller	4482597 2014-11-02	30 dried pasta

Mark	Country	Owner	Reg. No. Reg Date	Goods
	BR	Seller	907999727	30 pasta
RONZONI HEALTHY HARVEST	PY	Seller	469353	30 pasta
RONZONI HEALTHY HARVEST	CO	Seller	502575	30 pasta
RONZONI HEALTHY HARVEST	US	New World Pasta Company (Merged with Seller on 1/1/2017)	2946784 2005-03-05	30 pasta
RONZONI HEALTHY HARVEST	BR	Seller	90799743	30 pasta
RONZONI PASTA PORTIONS	US	Seller	Appl. Ser. No. 88134082 Filed 2018-09-27	30 pasta
	BM	Seller	56446	30 pasta
	JO	Seller	154343	30 pasta
	PA	Seller	246497	30 pasta

Mark	Country	Owner	Reg. No. Reg Date	Goods
	IL	Seller	295390	30 pasta
	AU	Seller	1851315	30 pasta
	US	New World Pasta Company (Merged with Seller on 1/1/2017)	4972252 2016-07-06	30 pasta
	CN	Seller	25762649	30 pasta
	HK	Seller	304169296	30 pasta
	MY	Seller	2017061363	30 pasta
	SG	Seller	40201711290Y	30 pasta

Mark	Country	Owner	Reg. No. Reg Date	Goods
	ID	Seller	IDM000592021	30 pasta
	PH	Seller	Appl. Ser. No. 42021500234	30 pasta
	PA	Seller	246500	30 pasta
	US	New World Pasta Company (Merged with Seller on 1/1/2017)	5083545 2016-11-15	30 dried pasta
	US	Seller	Appl. Ser. No. 88238258 filed 2018-12-21	30 pasta
RONZONI SINCE 1915 GARDEN DELIGHT	PA	Seller	246502	30 pasta
RONZONI SINCE 1915 GLUTEN FREE	PA	Seller	246501	30 pasta
RONZONI SINCE 1915 HEALTHY HARVEST ALL NATURAL	PA	Seller	246499	30 pasta

Mark	Country	Owner	Reg. No. Reg Date	Goods
	US	New World Pasta Company (Merged with Seller on 1/1/2017)	5130342 2017-01-24	30 pasta
RONZONI SMART TASTE	CO	Seller	502574	30 pasta
RONZONI SMART TASTE	PY	Seller	398/2014	30 pasta
RONZONI SMART TASTE	BR	Seller	907999824	30 pasta
RONZONI SONO BUONI	US	Seller	1538349 1989-07-29	30 pasta
RONZONI SONO BUONI- RONZONI IS SO GOOD	US	Seller	0821366 1966-12-27	30 alimentary pastes, grated cheeses and spaghetti sauces
RONZONI SUPERGREENS	US	Seller	5436562 2018-03-04	30 pasta
 RONZONI TRADIZIONE D'ITALIA SINCE/DEPUIS 1915 & DESIGN	CA	Seller	TMA661219 2006-03-22	30 Pasta and pasta sauces.
RONZONI. THE PASTA THAT CALLS AMERICA HOME.	US	New World Pasta Company (Merged with Seller on 1/1/2017)	4693189 2015-02-24	30 pasta

Mark	Country	Owner	Reg. No. Reg Date	Goods
SAME GREAT TASTE. SMARTER PASTA	US	New World Pasta Company (Merged with Seller on 1/1/2017)	3828701 2010-03-08	30 pasta
SAME GREAT TASTE. SMARTER PASTA	CA	Seller	TMA726290 2008-10-17 2010-03-08	30 pasta
SMART TASTE	PA	Seller	246498	30 pasta
SMART TASTE	CL	Seller	1167986	30 pasta
SMART TASTE	US	Seller	3592893 2009-03-17	30 pasta
TRIO ITALIANO	US	Seller	1516570 1988-12-13	30 pasta

Domain Name Registration:

www.ronzoni.com
www.ronzonigardendelight.com
www.ronzonihealthyharvest.com
www.ronzonihealthyharvest.net
www.ronzonihealthyharvest.org
www.ronzonipasta.com
www.ronzonisauce.com
www.ronzonismarttaste.com
www.ronzonius.com

Social Media

Facebook Ronzoni – Riviana Foods
 Instagram Ronzoni - [@ronzonipasta](https://www.instagram.com/ronzonipasta); ronzonipasta@riviana.com
 Twitter Ronzoni - [@ronzonipasta](https://twitter.com/ronzonipasta); ronzoni@thesalmonfactor.com
 Pinterest Ronzoni – [ronzoni@riviana.com](https://www.pinterest.com/ronzoni@riviana.com)
 YouTube Ronzoni – [ronzonipasta@riviana.com](https://www.youtube.com/ronzonipasta@riviana.com)
 Snapchat Ronzoni - [@ronzonipasta](https://www.snapchat.com/add/ronzonipasta)