

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674053

<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>
Brandon Lobaugh		09/13/2021	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Independent Quality Foods, LLC		
<b>Street Address:</b>	2022 West Osage Bend		
<b>City:</b>	Fayetteville		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72701		
<b>Entity Type:</b>	Limited Liability Company: ARKANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3939680	SUSPENDED FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4177201411		
<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>Phone:</b>	4177201410		
<b>Email:</b>	trademarks.jeffries@kutakrock.com		
<b>Correspondent Name:</b>	James H. Jeffries		
<b>Address Line 1:</b>	KUTAK ROCK LLP		
<b>Address Line 2:</b>	300 S. JOHN Q HAMMONS PKWY, SUITE 800		
<b>Address Line 4:</b>	SPRINGFIELD, MISSOURI 65806		
<b>ATTORNEY DOCKET NUMBER:</b>	155208-1		
<b>NAME OF SUBMITTER:</b>	James H. Jeffries		
<b>SIGNATURE:</b>	/James H. Jeffries/		
<b>DATE SIGNED:</b>	09/13/2021		
<b>Total Attachments: 2</b>			
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OP \$40.00 3939680

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**") is made effective as of the date of execution, by Brandon Lobaugh, an individual (the "**Assignor**") in favor of Independent Quality Foods, LLC, an Arkansas limited liability company, (the "**Assignee**")

WHEREAS, Assignor is the owner of a certain trademark described in U.S. Trademark Registrations No. 3939680 for SUSPENDED FRESH, and all logos containing the foregoing mark (collectively, the "**Mark**").

WHEREAS, Assignor has an interest in Assignee and desires to assign all right, title, and interest in the Mark to Assignee.

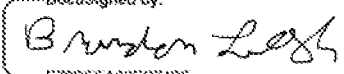
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

- Assignment.** Assignor hereby assigns, transfers, sells and conveys to Assignee, free and clear of all liens and encumbrances, all right, title and interest in and to, in all jurisdictions throughout the world, the Mark, and all state or U.S. federal trademark registrations, if any, for the Mark, including, without limitation: (a) all goodwill associated with or symbolized by the Mark; (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Mark; (d) all income, royalties, damages and other payments now and hereafter due and payable with respect to the Mark; and (e) all other rights accruing from the Mark, together in each case with the goodwill of the business connected with the use of, and symbolized by, the Mark.
- Representations and Warranties.** All of the above shall be held and enjoyed by Assignee, for its own use and benefit, and for its successors and assigns, free and clear of any liens and encumbrances of any kind, and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to record and acknowledge this assignment of the Mark. Assignor agrees to execute any other documents reasonably necessary to complete the assignment of the Mark, the recordation of the assignment with the U.S. Patent and Trademark Office, and the change in correspondence address and power of attorney to counsel appointed by Assignee.
- Further Assurances.** Assignor agrees that on request it shall, at any time and without charge to Assignee, sign all papers, take all rightful oaths, execute any and all documents, and do all acts which may be necessary or desirable to vest title to or possession and control of the Mark in Assignee or in its successors, assigns and legal representatives or nominees.
- Successors and Assigns.** This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns. Assignor represents and warrants to Assignee that it is the owner of all right and title to all of the foregoing and that no

consent of or release from any third party is necessary for the assignment of the foregoing to Assignee.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

DocuSigned by:  
  
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Brandon Lobaugh

Date: 9/13/2021