

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King's Command Foods, LLC		06/12/2022	Limited Liability Company: DELAWARE
American Foods Group, LLC		06/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	King's Command Foods (2022), LLC		
Street Address:	100 - 10991 Shellbridge Way		
City:	Richmond, BC		
State/Country:	CANADA		
Postal Code:	V6X 3C6		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77853812	JUST-A-MINUTE	
Serial Number:	77812347	KING'S COMMAND	
Serial Number:	75532438	KING'S COMMAND FOODS LLC SINCE 1966	
Serial Number:	87636180	RANCHER'S CUT	
Serial Number:	86537397	RANCHER'S SUPREME	
Serial Number:	77849667	VALU\$MART	
Serial Number:	86438034	GRILLED SENSATIONS	
Serial Number:	86846996	PHILLY SENSATIONS	
CORRESPONDENCE DATA			
Fax Number:	6123212288		
<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:	6123212288		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Felicia J. Boyd		
Address Line 1:	Norton Rose Fulbright US LLP		
Address Line 2:	60 South Sixth Street, Suite 3100		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$215.00 77853812

DOMESTIC REPRESENTATIVE

Name: Felicia J. Boyd
Address Line 1: Norton Rose Fulbright US LLP
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Stephanie A. Schmidt
SIGNATURE:	/Stephanie A. Schmidt/
DATE SIGNED:	06/28/2022

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made and entered into as of June 12, 2022, at 12:01 a.m. ET, by and among King's Command Foods, LLC, a Delaware limited liability company ("*Seller*"), American Foods Group, LLC, a Delaware limited liability company ("*Seller Parent*") and, together with Seller, collectively, the "*Seller Parties*", and King's Command Foods (2022), LLC, formerly known as PB Ohio Acquisition LLC, a Delaware limited liability company ("*Buyer*"), in accordance with that certain Asset Purchase Agreement dated March 31, 2022, as amended (the "*Purchase Agreement*"), by and among Seller, Seller Parent, Buyer, and Premium Brands Holdings Corporation, a Canadian corporation.

RECITAL

In accordance with the Purchase Agreement, Seller and, as applicable, Seller Parent have agreed to sell, convey, assign, transfer, and deliver all right, title, and interest in and to the Registered IP set forth in Schedule 1 attached to this Agreement (collectively, the "*Transferred Marks*") to Buyer; and Buyer has agreed to accept the assignment of the Transferred Marks from Seller and, as applicable, Seller Parent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller, Seller Parent, and Buyer agree as follows:

AGREEMENT

- 1. Capitalized Terms.** All capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Purchase Agreement. This Agreement is executed and delivered in accordance with the Purchase Agreement, to which reference is made for additional provisions respecting the sale and assignments covered by this Agreement.
- 2. Assignment.** By this Agreement, each of the Seller Parties hereby sells, conveys, assigns, transfers, and delivers to Buyer, free and clear of all Encumbrances other than the Permitted Encumbrances, such Seller Party's entire right, title, and interest in and to the Transferred Marks, together with the registrations and applications for the Transferred Marks, and any goodwill of the Ohio Business that such Seller Party may have connected with the use of and symbolized by the Transferred Marks.
- 3. Acceptance.** By this Agreement, Buyer hereby accepts the assignment of the Transferred Marks, the registrations and applications for the Transferred Marks, and any goodwill of the Ohio Business that a Seller Party may have connected with the use of and symbolized by the Transferred Marks, to have and to hold the same unto Buyer, its successors and assigns, forever.
- 4. Transfer.** By this Agreement, each of the Seller Parties hereby authorizes Buyer and any official whose duty it is to transfer ownership in and to the Transferred Marks, to execute, file, and deliver such instruments in the United States, and, with respect to registered trademark number TMA788857 only, in Canada, as may be necessary, appropriate, or desirable to establish Buyer's recorded ownership of the Transferred Marks.
- 5. Further Assurances.** Each of the Seller Parties agrees to execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered to Buyer such further instruments, assignments, transfers, conveyances, and assurances as may be reasonably requested by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer all right, title, and interest in and to the assets sold, conveyed, and transferred by this Agreement.

6. **Primacy of Purchase Agreement**. This Agreement is delivered in accordance with the Purchase Agreement, and this Agreement is subject to the terms and made on the conditions set forth in the Purchase Agreement. This Agreement does not enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release of any representations, warranties, covenants, agreements, and other provisions contained in the Purchase Agreement, all of which will survive the execution and delivery of this Agreement in accordance with the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the Purchase Agreement will govern.

7. **Severability**. If any provision of this Agreement is found to be unenforceable or contrary to applicable law, then that provision will be deemed deleted and this Agreement will be construed as though that provision was not contained in this Agreement and the remainder of this Agreement will remain in full force and effect.

8. **Successors and Assigns**. All covenants, promises, and agreements by or on behalf of the parties contained in this Agreement will be binding upon and will inure to the benefit of their respective successors and permitted assigns.

9. **Amendment**. This Agreement may be amended, supplemented, or modified only by an instrument in writing signed by a duly authorized representative of each of Seller, Seller Parent, and Buyer.

10. **Entire Agreement**. This Agreement, together with the Purchase Agreement and the other documents and instruments contemplated by the Purchase Agreement, contains the entire agreement among the parties as to the subject matter of this Agreement.

11. **Governing Law**. The parties acknowledge and agree that this Agreement will be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

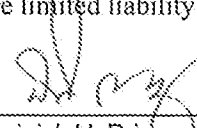
12. **Execution**. This Agreement may be signed in counterparts. Signatures obtained via facsimile, photocopy, or electronic mail (i.e., pdf) will be treated as original signatures for all purposes. A copy or telefacsimile transmission of a signature, or an electronically transmitted and printed signature, will be equivalent to an original signature of the same person, for all purposes. An electronic sound, symbol, or process attached to or logically associated with this Agreement and executed or adopted with the intent to sign will be as valid as an original signature and may be relied upon by any person, for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement in the name and on behalf of the parties, to be effective as of the above date and time.

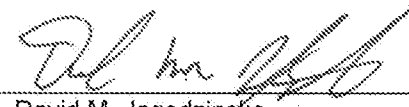
SELLER:

KING'S COMMAND FOODS, LLC,
a Delaware limited liability company

By: 
Name: Dominick V. Driano, Jr.
Title: Secretary & VP - General Counsel

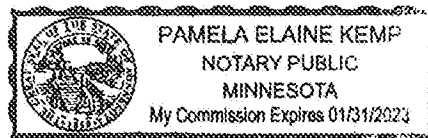
SELLER PARENT:

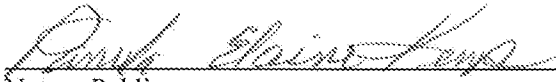
AMERICAN FOODS GROUP, LLC,
a Delaware limited liability company

By: 
Name: David M. Jagodzinske
Title: Chief Financial Officer

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

Subscribed and sworn to before me this
8th day of June 2022.




Notary Public

Printed Name: PAMELA ELAINE KEMP

My commission expires: 01-31-2023

Signature Page of the Seller Parties to the Trademark Assignment Agreement

SCHEDULE 1

TRANSFERRED MARKS

Mark	Country	App. No.	Date Filed.	Reg. No.	Reg. Date	Class	Goods
KING'S COMMAND	Canada	1,461,831	12-07-2009	TMA788857	01-27-2011	N/A	Raw and fully cooked beef, pork, turkey, chicken and veal in the forms of strips, patties, steaks, cutlets, rollups, fillets, crumbles, loaves, meatballs and other processed meats
JUST-A-MINUTE	U.S.	77/853,812	10-21-2009	3,859,349	10-12-2010	29	Prepared frozen entrees consisting primarily of meat or poultry
KING'S COMMAND	U.S.	77/812,347	08-25-2009	3,771,212	04-06-2010	29	Raw and fully cooked beef, pork, turkey, chicken and veal in the forms of strips, patties, steaks, cutlets, rollups, fillets, crumbles, loaves, meatballs and other processed meats
KING'S COMMAND FOODS SINCE 1966 AND DESIGN	U.S.	75/532,438	08-07-1998	2,322,469	02-22-2000	29	Raw and fully cooked beef, pork, turkey, chicken and veal in the forms of strips, patties, steaks, cutlets, rollups, fillets, crumbles, loaves, meatballs and other processed meat
RANCHER'S CUT	U.S.	87/636,180	10-06-2017	5,531,862	07-31-2018	29	Processed meat
RANCHER'S SUPREME	U.S.	86/537,397	02-17-2015	4,915,101	03-08-2016	29	Processed meat
VALU\$MART	U.S.	77/849,667	10-15-2009	4,350,442	06-11-2013	29	Raw and fully cooked beef, pork, turkey, chicken and veal in the forms of strips, patties, steaks, cutlets, rollups, fillets, crumbles, loaves, meatballs, fritters, taco meat, sausage, nuggets, and other processed meats, all of the foregoing limited to goods packaged in bulk and sold through foodservice channels of trade
GRILLED SENSATIONS (Seller Parent)	U.S.	86/438,034	10-29-2014	4,952,236	05-03-2016	29	Meat
PHILLY SENSATIONS (Seller Parent)	U.S.	86/846,996	12-11-2015	5,302,159	10-03-2017	29	Prepared entrees consisting primarily of meat.

MATTHEW SMITH
Barrister and Solicitor
100-10001 Steeles Ave. W.
Richmond, BC V6X 3G8
(604) 886-8100

