

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tennessee Farmers Cooperative		07/29/2022	Cooperative Association: TENNESSEE
ProTriton Feed, LLC		07/29/2022	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Fore Runner Brand Feed, L.L.C.		
Street Address:	25303 265th Ave		
City:	Leon		
State/Country:	IOWA		
Postal Code:	50144		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6467418	MONSTER MEAL	
Registration Number:	4952086	MONSTER MEAL	
Registration Number:	5049028	MONSTER MEAL	
Registration Number:	5049026	MONSTER MEAL	
Registration Number:	6551138		
Registration Number:	6551137		
Registration Number:	6467417	MM	
CORRESPONDENCE DATA			
Fax Number:	8169600041		
<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:	816-960-0090		
Email:	trademarks.stanley@kutakrock.com		
Correspondent Name:	Kutak Rock LLP		
Address Line 1:	Bryan P. Stanley		
Address Line 2:	2300 MAIN STREET, SUITE 800		
Address Line 4:	KANSAS CITY, MISSOURI 64108		

OP \$190.00 6467418

ATTORNEY DOCKET NUMBER:	254911-14
NAME OF SUBMITTER:	BRYAN P. STANLEY
SIGNATURE:	/Bryan P. Stanley/
DATE SIGNED:	08/01/2022
Total Attachments: 4 source=IP_Assignment_Agreement_Final#page1.tif source=IP_Assignment_Agreement_Final#page2.tif source=IP_Assignment_Agreement_Final#page3.tif source=Amended Schedule 3.06(b) - Trademarks#page1.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of July 29, 2022, is made by and among Tennessee Farmers Cooperative, a Tennessee cooperative association (“**TFC**”), ProTriton Feed, LLC, a Tennessee limited liability company (“**ProTriton**”) (each a “**Seller**” or, collectively, “**Sellers**”), in favor of Fore Runner Brand Feed, L.L.C., an Iowa limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of July 29, 2022 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):
 - a. the trademarks, trademark registrations, and trademark applications set forth in Section 3.06(b) of the Disclosure Schedules of the Purchase Agreement and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - b. any and all content available at “www.monster-meal.com”, whether audio, visual, textual, or in other format (the “**Domain Content**”), including, without limitation, all copyrights and any and all other rights and interests arising out of, in connection with, or in relation to the Domain Content;
 - c. any and all ingredient lists and formulas associated with any product set forth in Section 3.06(b) of the Disclosure Schedules of the Purchase Agreement, and any and all ingredient lists and formulas associated with any other product currently or previously sold in association with the Trademarks, the Domain Content, www.monster-meal.com, or in relation to any of the other Assigned IP (the “**Ingredients**”);
 - d. all other intellectual property as set forth in Section 3.06(b) of the Disclosure Schedules of the Purchase Agreement, and any and all other intellectual property rights not specifically enumerated herein, including, but not limited to, which includes, but is not limited to, any trademarks, patents, logos, formulas, historical files, customer lists, sales data, goodwill, email addresses, websites, licenses, marketing materials, and contractual rights associated with the Monster Meal Business as set forth in the Purchase Agreement.
 - e. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - f. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- g. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed by their respective duly authorized officer as of the day and year first above written.

Tennessee Farmers Cooperative

DocuSigned by:
By: Shannon Huff
Shannon Huff
Chief Executive Officer

ProTriton Feed, LLC


DocuSigned by:
By: Scott Halpin
Scott Halpin
Chief Executive Officer

Fore Runner Brand Feed, L.L.C.

DocuSigned by:
By: Daryn Yoder
Daryn Yoder
Manager

SCHEDULE 3.06(b)
PURCHASED INTELLECTUAL PROPERTY

1. Patents: None.
2. Registered Trademarks:

Mark	Owner	Jurisdiction	App. No.	Reg. No.	Filing Date	Reg. Date	
	Tennessee Farmers Cooperative	U.S.	90/260,292	6,467,418	10/16/2020	8/31/2021	
MONSTER MEAL	Tennessee Farmers Cooperative	U.S.	86/353,420	4,952,086	07/31/2014	5/3/2016	
	Tennessee Farmers Cooperative	U.S.	86/908,825	5,049,028	02/16/2016	09/27/2016	
	Tennessee Farmers Cooperative	U.S.	86/908,807	5,049,026	02/16/2016	09/27/2016	
	Tennessee Farmers Cooperative	U.S.	90/260,301	6,551,138	10/16/2020	11/9/2021	
	Tennessee Farmers Cooperative	U.S.	90/260,244	6,551,137	10/16/2020	11/9/2021	
	Tennessee Farmers Cooperative	U.S.	90/260,271	6,467,417	10/16/2020	8/31/2021	

3. Registered Copyrights: None.