

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smucker Foods of Canada Corp.		06/01/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Arva Flour Mills Inc.		
Street Address:	823 Clearview Ave.		
City:	London, Ontario		
State/Country:	CANADA		
Postal Code:	N6H 2N1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2077155	RED RIVER	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<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:	312-201-4000		
Email:	tmapps@goldbergkohn.com		
Correspondent Name:	Robert D. Leighton		
Address Line 1:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7224.349		
NAME OF SUBMITTER:	Robert D. Leighton		
SIGNATURE:	/Robert D. Leighton/		
DATE SIGNED:	08/25/2022		
Total Attachments: 3			
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OP \$40.00 2077155

FORM OF TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made as of the 1st day of June and effective on the 1st day of June, 2022 from Smucker Foods of Canada Corp., a Canadian federal corporation (hereinafter "**Assignor**"), to Arva Flour Mills Inc., an Ontario corporation (hereinafter "**Assignee**"), pursuant to an Asset Purchase Agreement, dated as of June 1st, 2022 and effective June 1st, 2022, by and between Assignor and Assignee (the "**Agreement**").

WHEREAS, Assignor owned all right, title and interest in and to the trademarks and registrations thereof set forth on the attached Schedule A ("**Trademarks**"), including the goodwill associated with all of the foregoing, and all rights of recovery for past infringement thereof; and

WHEREAS, effective June 1st, 2022, Assignor duly sold, assigned and transferred its entire right, title and interest therein together with the goodwill associated with said Trademarks, and all rights of recovery for past infringement thereof to Assignee, and the parties desire to affirm said sale, assignment and transfer in a form appropriate for recording with the appropriate authorities; and

WHEREAS, Assignor represents and warrants that the Trademarks are in force and effect as of the date of this Assignment and are free from any and all liens, claims, security interests or other encumbrances.

NOW, THEREFORE, in consideration of the premises and of the sum of one Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred and does hereby sell, assign and transfer unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to said Trademarks, and in and to the goodwill associated with said Trademarks, and all rights and privileges pertaining to said Trademarks, including all rights of recovery for past, present and future infringements thereof and for renewal of the registrations thereof for subsequent terms; the same to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. A copy of this Assignment executed by either party hereto and transmitted electronically or executed by electronic signatures is binding upon the parties hereto as an original, executed and delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of the day and year first above written.

ARVA FLOUR MILLS INC.

DocuSigned by:
Mark Rinker
C9E91EA06EDC456...
By: _____
Name: **Mark Rinker**
Title: President

**SMUCKER FOODS OF CANADA
CORP.**

DocuSigned by:
Amy Held
6155E94381F8404...
By: _____
Name: **Amy Held**
Title: Chief Strategy & International
Officer

Schedule A

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
RED RIVER	Canada	1179206	Nov 15 2004	TMA625367	Nov 15 2004
RED RIVER & DESIGN	Canada	0705878	May 27 1992	TMA420319	Dec 3 1993
RED RIVER AND OX AND CART DESIGN	Canada	0992946	Apr 29 1947	NFLD2946	Apr 29 1947
RED RIVER, OX AND CART DESIGN	Canada	0120573	Oct 6 1924	TMDA36532	Oct 25 1924
Red River	United States of America	75077116	Mar 22 1996	2077155	Jul 8 1997