# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM793515

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Cargill Meat Solutions Corporation		03/09/2023	Corporation: DELAWARE	

## **RECEIVING PARTY DATA**

Name:	Heartwell Renewables, LLC	
Street Address:	825 E. Douglas Avenue	
City: Wichita		
State/Country: KANSAS		
Postal Code:	67202-1413	
Entity Type: Limited Liability Company: OKLAHOMA		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number Word Mark	
Serial Number:	90655325	HEARTWELL RENEWABLES
Serial Number:	90655312	HEARTWELL RENEWABLES

### **CORRESPONDENCE DATA**

Fax Number: 6123336798

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: (612) 367-8711

Email: patrick.gallagher@btlaw.com

Patrick J. Gallagher **Correspondent Name:** 

Address Line 1: 225 S. Sixth Street Suite 2800 Address Line 2: c/o Trademark Docketing

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	208070-30
NAME OF SUBMITTER:	Patrick J. Gallagher
SIGNATURE:	/patrick j. gallagher/
DATE SIGNED:	03/10/2023

**Total Attachments: 3** 

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of the date indicated below by and between Cargill Meat Solutions Corporation, a Delaware corporation with its principal office and place of business at 825 E. Douglas Avenue, Wichita, Kansas 67202-1413, United States ("Assignor"), in favor of Heartwell Renewables, LLC, an Oklahoma limited liability company with its principal office and place of business at 825 E. Douglas Avenue, Wichita, Kansas 67202-1413, United States ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title, and interest in and to the US trademark applications set forth in Schedule A, and common law rights arising from the use of the marks shown in the identified applications (the "Assigned Trademarks");

WHEREAS, Assignee wishes to acquire all of Assignor's right, title, and interest in and to the Assigned Trademarks worldwide, together with the goodwill symbolized by the business associated therewith throughout the world and all common law and statutory rights associated therewith; and

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

- 1. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - (a) the Assigned Trademarks, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including all common law and statutory right, title and interest in and to the Assigned Trademarks throughout the world and including, with respect to the United States intent-to-use trademark applications set forth in Schedule A hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademarks pertains, and that business is ongoing and existing;
  - (b) the right to pursue and prosecute oppositions, interferences, and/or cancellation proceedings related to and for the protection of the Assigned Trademarks, and all products, services, proceeds, and revenues arising from or relating to any and all of the foregoing; and
  - (c) the right to claim, prosecute, and recover monetary damages for any and all past, present, and future infringements, misappropriations, dilutions, and other violations of the Assigned Trademarks;
- 2. Assignor hereby authorizes Assignee, and its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Assigned Trademarks, and to secure in its own name the registrations granted thereon throughout the world; and

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3. Assignor further agrees to provide all assistance reasonably requested by Assignee
in the establishment, recordation and enforcement of Assignee's rights in and to the Assigned
Trademarks.
 IN WITNESS WHEREOF, Assignor has executed this Assignment at 47247, 155 on March 7, 2023.

CARGILL MEAT SOLUTIONS CORPORATION

Mark T. Quayle
Vice President, Chief Legal Counsel and Secretary

# **SCHEDULE A**

# **Trademark Applications/Registrations**

Mark Name	Country	Status	Class Description	Appl. No.	Filed Date
HEARTWELL RENEWABLES	United States of America	Allowed	4 - Diesel fuel; Renewable fuels	90655325	2021-04-19
HEARTWELL RENEWABLES & Design Heartwell renewables	United States of America	Allowed	4 - Diesel fuel; Renewable fuels	90655312	2021-04-19

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**RECORDED: 03/10/2023** 

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