

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803894

<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>
Franklin Foods Inc.		04/14/2023	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bush Brothers & Company		
<b>Street Address:</b>	1016 East Weisgarber Road		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37909		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2555366	WESTBRAE NATURAL	
<b>Registration Number:</b>	2677645	WESTBRAE NATURAL	
<b>Registration Number:</b>	3098755	WESTBRAE NATURAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7038362021		
<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>	7038366620		
<b>Email:</b>	bassam.ibrahim@bipc.com		
<b>Correspondent Name:</b>	Bassam N. Ibrahim		
<b>Address Line 1:</b>	1737 King Street, Suite 500		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314-2727		
<b>ATTORNEY DOCKET NUMBER:</b>	1030822-001171		
<b>NAME OF SUBMITTER:</b>	Bassam N. Ibrahim		
<b>SIGNATURE:</b>	/Bassam N. Ibrahim/		
<b>DATE SIGNED:</b>	04/18/2023		
<b>Total Attachments: 3</b>			
source=Executed 2023 Assignment#page1.tif			
source=Executed 2023 Assignment#page2.tif			
source=Executed 2023 Assignment#page3.tif			

OP \$90.00 2555366

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into between Franklin Foods, Inc., a Corporation organized and existing under the laws of the State of Tennessee and having a place of business at 1016 E. Weisgarber Road, Knoxville, TENNESSEE, 37909 ("Assignor") and Bush Brothers & Company, a Corporation organized and existing under the laws of the State of Tennessee and having a place of business at 1016 East Weisgarber Road, Knoxville, TENNESSEE, 37909 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. trademark registrations listed in the attached Schedule A (the "Marks").

NOW THEREFORE, be it known that, for and in consideration of 1 (one) dollar, and other good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, and/or service marks, together with the goodwill associated with the foregoing and the ongoing and existing business to which the trademarks/service marks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (3) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "*Assigned Intellectual Property*").
2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in the United States of America, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety, and the assets of the business associated with the Assigned Intellectual Property, in their entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in commerce, as to which evidence of such use has not yet been filed in the USPTO, such mark is being assigned to the successor to the business of the applicant or portion thereof to which such mark pertain, which business is ongoing and existing. Assignor hereby authorizes and requests any official of the United States of America whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.
3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
4. Assignor further covenants and agrees to cooperate with and reasonably assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United

States Patent and Trademark Office, or another agency or authority, it being understood that any expense incident to such assistance shall be borne by the Assignee, its successors and assigns.

5. All assignments to be executed and return to the attention of:

Bassam N. Ibrahim  
Buchanan Ingersoll & Rooney, PC  
1737 King Street  
Suite 500  
Alexandria, VA 22314  
Telephone: 703-836-6620  
Facsimile: 703-836-2021  
Email: [bassam.ibrahim@bipc.com](mailto:bassam.ibrahim@bipc.com)

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

Assignor

Franklin Foods, Inc.

Date: 4/14/23

By: 

Name: Cynthia L. Gibson

Title: President

Assignee

Bush Brothers & Company

Date: 4/14/23



By: 

Name: Cynthia L. Gibson

Title: General Counsel

U.S. FEDERAL TRADEMARK REGISTRATIONS

SCHEDULE A

MARK	APPLICATION NUMBER	REGISTRATION NUMBER	GOODS	REGISTRATION DATE
WESTBRAE NATURAL	76143992	2555366	Canned vegetables in Class 29; Mustards, catsups in Class 30.	April 2, 2002
WESTBRAE NATURAL & Design 	76387113	2677645	Canned vegetables, non dairy soy based food beverages for use as a milk substitute, and non dairy creamers in Class 29.	Jan. 21, 2003
WESTBRAE NATURAL & Design 	78183568	3098755	Mustards, catsups in Class 30.	May 30, 2006