

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summit Hill Foods, Inc.		08/14/2023	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Homegrown Family Foods, LLC		
Street Address:	8016 STATE LINE ROAD, SUITE 215		
City:	SHAWNEE MISSION		
State/Country:	KANSAS		
Postal Code:	66208		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3272419	SOUTHEASTERN MILLS	
Registration Number:	3249410	OLD GUIDE'S SECRET	
Registration Number:	3635966	MIRACLE FRY	
Registration Number:	3496817	WHERE THE JOURNEY TO OUTDOOR FLAVOR BEGI	
Registration Number:	1764757	SM	
Registration Number:	1853243	CROCKERY GOURMET	
Registration Number:	3947518	STIVER'S BEST	
Registration Number:	4462146	MADE FROM SCRATCH QUALITY	
Registration Number:	4642345	SOUTHEASTERN MILLS	
Registration Number:	4644423	SHORE LUNCH	
Registration Number:	4899418	SHORE LUNCH	
Registration Number:	4902049	ROME BEAUTY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8167531000		
Email:	uspt@polsinelli.com, jwillard@polsinelli.com, mwilliamson@polsinelli.com		
Correspondent Name:	Joy Willard		

CH \$315.00 3272419

Address Line 1: PO Box 140310
Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER: 104373-764346

NAME OF SUBMITTER: Joy Willard, Paralegal

SIGNATURE: /Joy Willard/

DATE SIGNED: 09/05/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is entered into as of August 14, 2023 (the "Effective Date"), by and between Summit Hill Foods, Inc., a Georgia corporation ("Assignor"), and Homegrown Family Foods, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties" and individually as a "Party."

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), and have agreed, pursuant to the Purchase Agreement, to enter into this Trademark Assignment.

B. Under the terms of the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee or its designees all right, title and interest in and to all Purchased Intellectual Property (as defined in the Purchase Agreement), and Assignor has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors and permitted assigns forever and exclusively throughout the world, all of Assignor's right, title and interest in and to the following:

(a) the trademarks set forth on Schedule 1 attached hereto, including the trademark registrations and trademark applications included therein, and all issuances, extensions, and renewals thereof throughout the world (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignors' business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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, 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.

3. Recordation and Further Assurances. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee. Following the date hereof, at Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. This Trademark Assignment shall have no effect on the terms and conditions of the Purchase Agreement or any other documents executed in connection with the Purchase Agreement. In the event of a conflict between the terms of this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. Execution. This Trademark Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which when executed will be deemed an original, but all of which will be considered one and the same agreement, it being understood and agreed that delivery of a signed counterpart signature page to this Trademark Assignment by facsimile transmission, by electronic mail in portable document format ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will constitute valid and sufficient delivery thereof.

6. Severability. If any part or parts of this Trademark Assignment shall be held unenforceable for any reason, the remainder of this Trademark Assignment shall continue in full force and effect, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

7. Binding Effect. This Trademark Assignment shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns.

8. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

9. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNORS:

SUMMIT HILL FOODS, INC.

DocuSigned by:
Steve Goodyear
By: 050203FF3AFA440
Name: Steve Goodyear
Its: President & CEO

ASSIGNEE:

HOMEGROWN FAMILY FOODS, LLC

By: _____
Name: John T. Stout, III
Its: President

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNORS:

SUMMIT HILL FOODS, INC.

By: _____
Name: Steve Goodyear
Its: President & CEO

ASSIGNEE:

HOMEGROWN FAMILY FOODS, LLC

DocuSigned by:
By: John T. Stout III
Name: John T. Stout, III
Its: President

Schedule I

Assigned Trademarks

(See attached)

Trade Mark Number	Registration Number	Filing Date	Registration Number	Registration Date	Goods	SI
SHORE LUNCH	0571545	22 Oct-1986	TMA336775	05-Feb-1988	30 Int. Breading and batter mix for fish	Re
SOUTHEASTERN MILLS	78/966,934	05-Sep-2006	3,272,419	31-Jul-2007	30 Int. First Use Date: 09/01/1941 First Use In Commerce: 09/01/1941 Wheat flour, cooking mixes, namely biscuit mix, pancake mix, gray mix, hushpuppy mix, cornbread mix, cheese sauce mix, and muffin mix	Re
OLD GUIDE'S SECRET	78/940,239	28-Jul-2006	3,249,410	05-Jun-2007	30 Int. First Use Date: 06/23/1983 First Use In Commerce: 07/01/1983 Breading and batter mix for meat and fish	Re
MIRACLE FRY	77/246,680	03-Aug-2007	3,635,966	09-Jun-2009	30 Int. First Use Date: 12/01/2007 First Use In Commerce: 12/01/2007 Seasoned coating mixtures for food; seasoned batter mixes for meat, fish or vegetables	Re
WHERE THE JOURNEY TO OUTDOOR FLAVOR BEGINS	77/256,662	16-Aug-2007	3,496,817	02-Sep-2008	30 Int. First Use Date: 10/29/2007 First Use In Commerce: 01/07/2008 Seasoned coating mixtures for food; seasoned batter mixes for meat, fish or vegetable	Re
SM and design	74/312,115	09-Sep-1992	1,764,757	13-Apr-1993	30 Int. wheat flours, meal and meal mixes, mixes for gravy, cheese sauce, biscuits, pancakes, cornbread and hushpuppies	Re
CROCKERY GOURMET	74/383,911	29-Apr-1993	1,853,243	06-Sep-1994	30 Int. seasoning mixes for meat, fish, poultry, vegetables and grains	Registered
SHORE LUNCH	1487697	07-Jul-2010	TMA 852,978	11-Jun-2013	29 Int. dry soup mixes	Registered
MADE FROM SCRATCH QUALITY	1487702	07-Jul-2010	TMA 821,269	02-Apr-2012	29 Int.	Registered
STIVERS BEST	85/109,173	17-Aug-2010	3,947,518	19-Apr-2011	30 Int. First Use Date: 05/31/1927 First Use In Commerce: 05/31/1927 Self-rising flour, self-rising corn meal, white corn meal, and grits	Registered
CROCKERY GOURMET	509309	28-Sep-2001	760740	26-Aug-2002	30 Int. Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee, flour and preparations made from cereals, bread, pastry and confectionery; ices; honey; treacle; yeast; baking powder; salt; mustard; vinegar; sauces (condiments); spices; ice.	Registered
CROCKERY GOURMET	1116048	19-Sep-2001	TMA 583,957	17-Jun-2003	30 Int. Seasoning mixes for meat, fish, poultry, vegetables and grains	Registered
MADE FROM SCRATCH QUALITY	85/838,178	21-May-2013	4,462,146	07-Jan-2014	29 Int. First Use Date: 05/12/2008 First Use In Commerce: 05/12/2008 Soup mixes	Registered
Southeastern Mills and Mill Design (2014)	86/068,988	19-Sep-2013	4,642,345	18-Nov-2014	30 Int. Cooking mixes, namely gravy mixes, pancake mixes, muffin mixes, cornbread mixes, biscuit mixes, cheese sauce mixes and seasoning mixes.	Registered
SHORE LUNCH	86/241,406	03-Apr-2014	4,644,423	25-Nov-2014	29 Int. First Use Date: 06/23/1983 First Use In Commerce: 06/23/1983 Dry soup mixes	Registered
SHORE LUNCH and Forest Design	86/498,010	07-Jan-2015	4,999,418	09-Feb-2016	29 Int. First Use Date: 08/20/2015 First Use In Commerce: 08/20/2015 Dry soup mixes.	Registered
SHORE BEAUTY	86/771,689	29-Sep-2015	4,902,049	16-Feb-2016	30 Int. First Use Date: 10/27/1930 First Use In Commerce: 10/27/1930 Flour	Registered
SHORE LUNCH	255854-01	23-Jan-2017	255854-01	23-Jan-2017	29 Int. Dry soup mixes.	Registered
SHORE LUNCH	255853-01	23-Jan-2017	255853-01	23-Jan-2017	30 Int. Breading and batter mixes for meat	Registered