

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smithfield Specialty Foods Group, LLC		10/30/2023	Limited Liability Company: DELAWARE
SF Investments, Inc.		10/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPSW, LLC		
Street Address:	322 W. Main St.		
City:	Wakefield		
State/Country:	VIRGINIA		
Postal Code:	23888		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5737871	THE PEANUT SHOP	
Registration Number:	1752745	THE PEANUT SHOP	
Registration Number:	5606308		
Registration Number:	1471539	THE PEANUT SHOP OF WILLIAMSBURG	
Registration Number:	1482537	THE PEANUT SHOP OF WILLIAMSBURG	
Registration Number:	4671767	WELCOME TO PEANUT COUNTRY!	
CORRESPONDENCE DATA			
Fax Number:	54		
<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:	540-983-7611		
Email:	michael.hertz@wrvblaw.com		
Correspondent Name:	Woods Rogers Vandeventer Black PLC		
Address Line 1:	10 South Jefferson Street		
Address Line 2:	Suite 1800		
Address Line 4:	Roanoke, VIRGINIA 24011		
NAME OF SUBMITTER:	Michael J. Hertz		
SIGNATURE:	/Michael J. Hertz/		

OP \$165.00 5737871

DATE SIGNED:	12/13/2023
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of October 30, 2023 (the “**Effective Date**”), is made by and among Smithfield Specialty Foods Group, LLC, a Delaware limited liability company (“**SFFG**”), SF Investments, Inc., a Delaware corporation (“**SFI**” and, together with SFFG, the “**Assignors**”) and TPSW, LLC, a Virginia limited liability company (the “**Assignee**”).

WHEREAS, the Assignors (and one of their Affiliates) and the Assignee have entered into an Asset Purchase Agreement, dated as of October 23, 2023 (the “**Asset Purchase Agreement**”), whereby, among other things, the Assignors (and one of their Affiliates) have agreed to sell, transfer, assign, convey, and deliver certain of their respective assets described and defined as the “**Acquired Assets**” in Section 1 of the Asset Purchase Agreement and the Schedules referenced therein (collectively, the “**Acquired Assets**”), including, without limitation, the Division Intellectual Property (as defined in the Asset Purchase Agreement), to the Buyer at the Closing in consideration for the payment by the Assignee to SFFG of the Purchase Price for the Acquired Assets as set forth in Section 2 of the Asset Purchase Agreements; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors agreed to execute and deliver this Assignment, by which the Division Intellectual Property are assigned and conveyed by Assignors to Assignee at the Closing.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignors and Assignee hereby agree as set follows:

1. **Assignment and Transfer.** Each Assignor hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Assignee, and its successors and assigns, all right, title and interest in and to the Division Intellectual Property (including, without limitation, the Division Intellectual Property described on Exhibit A attached hereto). For clarity, the foregoing assignment of the Division Intellectual Property includes: (a) all goodwill associated with the Division Intellectual Property; (b) all rights to file for and maintain registrations for the Division Intellectual Property; and (c) all legal actions and rights and remedies at law or in equity for past, current and future infringement, misappropriation and any other violations of the Division Intellectual Property, and the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, the same to be held and enjoyed by the Assignee, and its successors and assigns. At its own expense, each Assignor will promptly and properly deliver the Division Intellectual Property to Assignee and complete and submit, to the registrar(s) for any of the Division Intellectual Property, any and all instructions necessary to transfer ownership and control as registrant of the Division Intellectual Property to Assignee.

2. **Recordation.** Each Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Division Intellectual Property, and to issue any and all Division Intellectual Property to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Agreement with all applicable governmental authorities and registrars so as to perfect its ownership of the Division Intellectual Property.

3. **Further Assurances.** Assignors will, at their own cost and expense and without further consideration, promptly execute, acknowledge and deliver to Assignee all additional instruments or documents, and take all actions, that Assignee or its successors, assigns, agents and nominees determines at any time to be necessary to complete the timely delivery, transfer and assignment of the Division Intellectual Property to Assignee including, without limitation, registrar updates for the domain names included the Division Intellectual Property, testify in any legal, administrative, registrar, or other proceedings, sign all lawful papers, and make all assignments and rightful oaths.

4. **No Further Use.** From and after the Closing, Assignors will (and will cause their affiliates, personnel, contractors, and others to) immediately cease all use, and forever refrain from registering, acquiring, and otherwise using, the Division Intellectual Property (or any part therein, pertaining thereto, or arising therefrom) and any words (including, without limitation, any names, slogans, symbols, or logos) that incorporate or are confusingly similar to the Division Intellectual Property, including, without limitation, any words registered, acquired, or used for any entity name, product name, or slogan, on any website, as a service mark, trademark, domain name, URL, meta-tag, or directory search term, or a component of any of the foregoing.

5. **Waiver of Moral Rights.** Assignors hereby irrevocably waive (and to the fullest extent permitted by law, causes all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Division Intellectual Property and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

6. **Irrevocable and Binding Assignment.** Each Assignor acknowledges that this Assignment is irrevocable and binding on such Assignor and its successors and assigns. Assignors do not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the manufacture, use, sale, offer for sale, importation, marketing, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Division Intellectual Property or any derivative works thereof. Assignors warrant that Assignors have the power, right and authority to execute this Assignment, and that the execution and performance of this Assignment does not violate any obligation either Assignor has to any third party.

7. **Entire Agreement; Amendments.** This Assignment and the Asset Purchase Agreement constitute the entire agreement between Assignors and Assignee with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between Assignors and Assignee with respect to the subject matter hereof. Notwithstanding anything in this Assignment to the contrary, the Assignors are not selling, transferring, assigning, conveying or delivering to the Assignee any of the Excluded Assets. The terms of the Asset Purchase Agreement, including the representations, warranties, covenants, and agreements therein, are incorporated herein by reference. Nothing herein shall be construed to limit, terminate, or expand any terms and conditions contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern, supersede, and prevail. The sole and exclusive remedy of the parties with respect to a breach of this Assignment shall be as set forth in the Asset Purchase Agreement. This Assignment is not intended and shall not be construed to confer upon any Person, other than the parties and, in each case, their respective successors and permitted assigns, any rights or remedies hereunder. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties.

8. **Counterparts, Facsimile Signature.** This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. This Assignment may be executed by facsimile or .PDF signature, and a facsimile or .PDF signature will constitute an original signature for all purposes.

9. **Severability.** Each provision contained in this Assignment constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby

amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNEE:

TPSW, LLC

By:
Name:
Title:

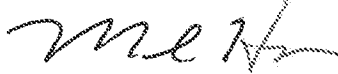


[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 008286 FRAME: 0988

ASSIGNORS:

SMITHFIELD SPECIALTY FOODS GROUP, LLC

By: 
Name: Mark Hall
Title: President

SF INVESTMENTS, INC.

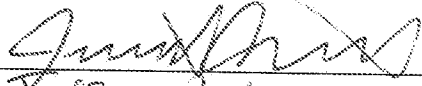
By: _____
Name:
Title:

ASSIGNORS:

SMITHFIELD SPECIALTY FOODS GROUP, LLC

By: _____
Name:
Title:

SF INVESTMENTS, INC.

By: 
Name: Jeffrey Porter
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

Exhibit A

1. Trademarks

See attached Trademark Report.

2. Copyrights


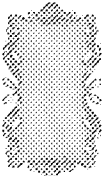

- a. Website for www.thepeanutshop.com – unregistered copyright
- b. Mail Order Catalogs – unregistered copyright

3. Domain Names

- a. thepeanutshop.com
- b. williamsburgfoods.com
- c. williamsburgpeanuts.com

THE PEANUT SHOP TRADEMARKS

SF INVESTMENTS, INC.

TRADEMARK	COUNTRY	IMAGE	APP. #	DATE FILED	REG.#	REG. DATE	STATUS	CLASSES	GOODS
THE PEANUT SHOP AND DESIGN	United States of America		74281517	Jun 4, 1992	1752745	Feb 16, 1993	Registered	29	food products; namely, processed nuts
THE PEANUT SHOP CARTOUCHE	United States of America		87855183	Mar 29, 2018	5606308	Nov 13, 2018	Registered	29; 30	29 - processed nuts; peanut butter; snack mix consisting of dehydrated fruit and processed nuts. 30 - peanut, cashew and almond brittles; chocolate confections; peanut butter confectionery chips; chocolate covered nuts and raisins
THE PEANUT SHOP OF WILLIAMSBURG	United States of America		73657104	Apr 24, 1987	1471539	Jan 5, 1988	Registered	29	food products, namely, processed nuts, soups and peanut butter
THE PEANUT SHOP OF WILLIAMSBURG AND DESIGN	United States of America		73661715	May 19, 1987	1482537	Mar 29, 1988	Registered	29	processed nuts
WELCOME TO PEANUT COUNTRY!	United States of America		86312965	Jun 18, 2014	4671767	Jan 13, 2015	Registered	29	processed peanuts

TRADEMARK

REEL: 008286 FRAME: 0992

RECORDED: 12/13/2023