

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309099

<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>
Tamming Foods Ltd.		06/30/2014	CORPORATION: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shearer's Foods Canada, Inc.		
<b>Street Address:</b>	1030 West George Street		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	BRITISH COLUMBIA		
<b>Postal Code:</b>	V6E 2Y3		
<b>Entity Type:</b>	CORPORATION: BRITISH COLUMBIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2609782	JODAN'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	14749-4-RFS		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		

CH \$40.00 2609782

<b>DATE SIGNED:</b>	06/30/2014
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**Total Attachments: 4**  
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") effective the 30th day of June, 2014, is made by **Tamming Foods Ltd.**, an Ontario corporation ("Assignor") to **Shearer's Foods Canada, Inc.**, a British Columbia corporation ("Assignee").

Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Assignor's registered trademark JODAN'S, Registration No. 2,609,782 (the "Mark").

This Assignment is being executed in connection with that certain Purchase and Sale Agreement, dated as of May 6, 2014, entered into by and among Assignor, Assignee, and the other parties party thereto, pursuant to which Assignor agreed to transfer certain of its assets to Assignee, including, but not limited to, its rights in and to the Mark.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer and assign to the Assignee all of the Assignor's worldwide right, title and interest in, to and under the Mark, together with the translations, adaptations, derivations and combinations thereof, including the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement (whether past, present or future) of the Mark, and any and all renewals and extensions thereof that may hereafter be secured, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

**[signatures appear on following page]**

Executed this 30<sup>th</sup> day of June, 2014.

**"ASSIGNOR"**

Tanning Foods Ltd.

By: 

Printed Name: A. Zachary Smith III

Title: Secretary

**"ASSIGNEE"**

Shearer's Foods Canada, Inc.

By: \_\_\_\_\_

Printed Name: Fredric Kohmann

Title: Chief Financial Officer

Executed this 30th day of June, 2014.

“ASSIGNOR”

Tammig Foods Ltd.

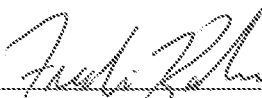
By: \_\_\_\_\_

Printed Name: A. Zachary Smith III

Title: Secretary

“ASSIGNEE”

Shearer's Foods Canada, Inc.

By:  \_\_\_\_\_

Printed Name: Fredric Kohmann

Title: Chief Financial Officer

*Signature Page to Assignment of Trademarks*