

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King Ranch IP, LLC		11/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NP Young, LLC		
Street Address:	6175 Main Street		
Internal Address:	Suite 450		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2883759	YOUNG PECAN	
Registration Number:	3634063	YOUNG PLANTATIONS	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	402-390-9500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
ATTORNEY DOCKET NUMBER:	16984-0004 NATIONAL PECAN		
NAME OF SUBMITTER:	Roberta L. Christensen		
SIGNATURE:	/rlc/		
DATE SIGNED:	12/14/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

WHEREAS, NP Young, LLC, a Delaware limited liability company ("Assignee") has purchased substantially all of the assets of Young Pecan, Inc., a Delaware corporation ("Young Pecan") and KR Southwest Nut, Inc., a Delaware corporation ("SW Nut") pursuant to that certain Asset Purchase Agreement dated even date herewith, by and among Assignee, Young Pecan, SW Nut and the other parties listed on the signature pages attached thereto (the "Purchase Agreement");

WHEREAS, King Ranch IP, LLC, a Delaware limited liability company ("Assignor"), is the owner of all rights, title and interest in and to certain trademarks listed on Exhibit A annexed hereto (collectively, the "Trademarks"); and

WHEREAS, as part of the Purchase Agreement and for the consideration set forth therein, Assignor desires to sell, convey, assign, transfer, and set over to Assignee, and Assignee desires to receive from Assignor, all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, and set over, and ratify the same, to Assignee, its successors and assigns, all rights, title, and interest in and to the Trademarks throughout the world, and any and all registrations and applications for registration (if any) related thereto, all goodwill connected therewith, all renewals and extensions that may be granted in respect of any of said registrations or applications for registration, and all damages and other recoveries by reason of infringements (including past and present) of the Trademarks with the right to sue therefor. 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, Assignor, upon reasonable request, 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 Trademarks to Assignee, or any assignee or successor thereto.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly-authorized corporate officer, effective as of November 9, 2015.

[Signature Page Follows]

ASSIGNOR:

KING RANCH IP, LLC,
a Delaware limited liability company

Robert J. Underwood
Signature

Robert J. Underwood / Pres / CEO
Name and Title

Three Riverway, Suite 1600
Houston, Texas 77056

Nov. 3, 2015
Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

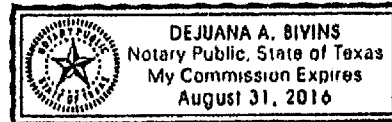
STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared *Robert J. Underwood* known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this *3rd* day of *November*, 2015.

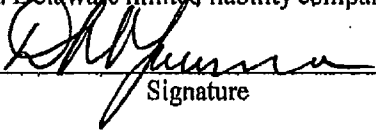
Dejuana A. Bivins

[NOTARY STAMP]



ASSIGNEE:

NP YOUNG, LLC,
a Delaware limited liability company



Signature

David H. Lawrence, Chief Executive Officer of National Pecan, LLC, the sole and managing member of National Pecan Shelling Operations, LLC, the sole member and managing member of NP Young, LLC

6175 Main Street, Suite 450
Frisco, Texas 75034

11/4/2015

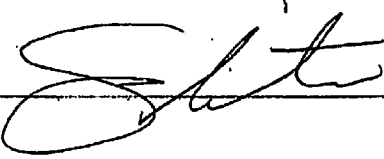
Date of Execution

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID H. LAWRENCE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 4th day of NOVEMBER, 2015.



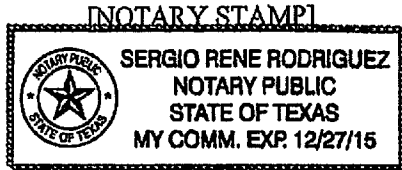
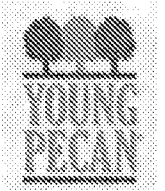


EXHIBIT A
TRADEMARKS

REGISTERED TRADEMARKS				
MARK	COUNTRY	APP NO APP DATE	REG NO REG DATE	GOODS/SERVICES/CLASS
YOUNG PECAN	U.S.	76/506,878 04/02/2003	2,883,759 09/14/2004	Processed pecans, in Class 29
YOUNG PLANTATIONS	U.S.	77/483,351 05/26/2008	3,634,063 06/09/2009	Processed pecans, candied pecans, in Class 29; and Chocolate covered pecans, in Class 30

COMMON LAW TRADEMARKS	
MARK	FORMAT
YOUNG	word mark
YOUNG PECAN & THREE TREES DESIGN	
THREE TREES DESIGN	