

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401291

<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>
National Steak Processors, Inc. d/b/a National Steak and Poultry		10/07/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NSPA Acquisition, LLC		
<b>Street Address:</b>	301 East 5th Avenue		
<b>City:</b>	Owasso		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74055		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1783728	SAVORY SIRLOIN	
<b>Registration Number:</b>	2582739	STEAKHOUSE CERTIFIED	
<b>Registration Number:</b>	2499220	SEARED N' SEALED	
<b>Registration Number:</b>	2519381	SAVORY SIRLOIN	
<b>Registration Number:</b>	4037302	NATIONAL STEAK AND POULTRY	
<b>Registration Number:</b>	3944012	NSP	
<b>Registration Number:</b>	4914636	NATIONAL STEAK & POULTRY INNOVATION-QUAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>	314-259-2000		
<b>Email:</b>	bcipdocketing@bryancave.com		
<b>Correspondent Name:</b>	Lucinda A. Althausser		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102-2750		
<b>ATTORNEY DOCKET NUMBER:</b>	C083149/0546889		
<b>NAME OF SUBMITTER:</b>	Lucinda A. Althausser		

CH \$190.00 1783728

<b>SIGNATURE:</b>	/Lucinda A. Althausen/
<b>DATE SIGNED:</b>	10/07/2016
<b>Total Attachments: 5</b> source=NSP_Auxano_-TM_Assignment#page1.tif source=NSP_Auxano_-TM_Assignment#page2.tif source=NSP_Auxano_-TM_Assignment#page3.tif source=NSP_Auxano_-TM_Assignment#page4.tif source=NSP_Auxano_-TM_Assignment#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective this 7<sup>th</sup> day of October 2016, by and among National Steak Processors, Inc. d/b/a National Steak and Poultry, a California corporation ("Assignor"), and NSPA Acquisition, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee, together with Steven A. Kormondy, an individual, have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated as of October 7, 2016; and

WHEREAS, under the terms of the Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee all of its registered and unregistered trademarks, service marks, trade names, trade dress and logos, registrations and applications therefor and all goodwill associated therewith, including those identified on Schedule 1 hereto (all of the foregoing, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Assignor hereby assigns to Assignee all right, title and interest in, to and under the Assigned Trademarks, including all rights in registrations or applications therefor anywhere in the world, all income and payments now or hereafter due or payable with respect thereto, all causes of action in law or equity relating thereto and all rights to sue, counterclaim and recover for past, present and future infringement and misappropriation of the rights assigned, free and clear of any Encumbrances, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Assigned Trademarks been made.
3. Assignee may record this Assignment with the United States Patent and Trademark Office ("USPTO") and with comparable offices in other jurisdictions throughout the world.
4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
5. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party hereto, such further instruments of transfer and

assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

6. This Assignment is executed and delivered pursuant to the Purchase Agreement and is subject to all of the respective representations, warranties, agreements, covenants, terms, conditions and limitations set forth therein. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

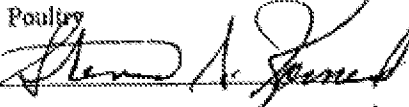
7. This Assignment shall be construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof that would require the application of the laws of any other jurisdiction.

8. This Assignment may be executed in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Assignment transmitted by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the date set forth above.

National Steak Processors, Inc. d/b/a National Steak and Poultry

By: 

Print Name: STEVEN A. KORMANDY

Print Title: PRESIDENT

ACCEPTED:

NSPA Acquisition, LLC

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the date set forth above.

National Steak Processors, Inc. d/b/a National Steak and Poultry

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ACCEPTED:

NSPA Acquisition, LLC

By: *[Signature]*


Print Name: *Robert W. Schuller*

Print Title: *President*

Signature Page to Trademark Assignment Agreement

TRADEMARK  
REEL: 005895 FRAME: 0693

**Schedule 1**

Mark	Goods/Services	Reg. No.	Reg. Date
SAVORY SIRLOIN	Seasoned and reconfigured cuts of beef sold to restaurants	1,783,728	July 20, 1993
STEAKHOUSE CERTIFIED	Packaged beef steaks	2,582,739	June 18, 2002
SEARED N' SEALED	Cooked and packaged beef, pork and chicken	2,499,220	October 16, 2001
SAVORY SIRLOIN	Seasoned and reconfigured cuts of beef	2,519,381	December 18, 2001
NATIONAL STEAK AND POULTRY	Beef, chicken	4,037,302	October 11, 2011
	Beef, chicken	3,944,012	April 12, 2011
	Beef; chicken; pork and turkey	4,914,636	March 8, 2016