

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B. Robert's Foods, LLC		01/09/2015	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bakkavor Foods USA, Inc.		
Street Address:	18201 Central Avenue		
City:	Carson		
State/Country:	CALIFORNIA		
Postal Code:	90746		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85956296	JUST SOUPERIOR	
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:	(310) 545-0010		
Email:	ptoomey@cjtllp.com		
Correspondent Name:	Carico Johnson Toomey LLP		
Address Line 1:	841 Apollo Street		
Address Line 2:	Suite 450		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Philip A. Toomey		
SIGNATURE:	/Philip A. Toomey/		
DATE SIGNED:	10/13/2016		
Total Attachments: 3			
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OP \$40.00 85956296

Assignment of Servicemarks and Trademarks

Assignment of Servicemarks and Trademarks made as of the 9th day of January 2015, by B. Robert's Foods, LLC ("Company"), a North Carolina limited liability company ("Assignor") to Bakkavor Foods USA, Inc., a California corporation ("Assignee").

RECITAL

Assignee and Assignor (along with others) are parties to an Asset Purchase Agreement dated as of December 3, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including, without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide rights, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A attached hereto and incorporated herein by reference (all of the foregoing being referred to as the "Marks").

Now, therefore, Assignor for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date of hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the state of California without giving effect to the principles of the conflicts of laws thereof.

This Assignment of Servicemarks and Trademarks may be executed simultaneously in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Signatures may be executed and delivered by

facsimile and portable document format ("pdf") and when so execute shall be an original and shall be effective as delivery of a manually executed counterpart of this Assignment of Servicemarks and Trademarks.

In witness whereof, each of Assignor and Assignee has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Robert L. Shore
B. ROBERT'S FOODS, LLC
By: SLAW LLC, Managing Partner
By: Robert L. Shore

Dated: 1-9-15

John B. Gill
BAKKA VOR FOODS USA, INC.
By: PRESIDENT

Dated: 1-9-15

Schedule A

The following tradename: B. Robert's Foods

The following trademark:

