

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Select Food Products, Inc.		11/10/2016	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Select Food Products, LLC
Street Address:	3145 Fernbrook Lane North
City:	Plymouth
State/Country:	MINNESOTA
Postal Code:	55447
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4887821	TIMBER RIDGE FARMS
Registration Number:	4057635	SELECT SIGNATURES
Registration Number:	2319846	LAS GRANDE
Registration Number:	2254458	TIMBER RIDGE FARMS

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademark@winthrop.com
Correspondent Name: Winthrop & Weinstine
Address Line 1: 225 South Sixth Street, Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Martha J. Engel
SIGNATURE:	/Martha J. Engel/
DATE SIGNED:	12/02/2016

Total Attachments: 3

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OP \$115.00 4887821

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is entered into as of the date last signed below (the “Effective Date”) between Select Food Products, Inc., a Minnesota corporation having its principal place of business at 3145 Fernbrook Lane North, Plymouth, MN 55447 (hereinafter “Assignor”), and Select Food Products, LLC, a Delaware limited liability company having its principal place of business at 3145 Fernbrook Lane North, Plymouth, MN 55447 (“Assignee”).

WHEREAS, pursuant to that certain Membership Unit Purchase Agreement, by and between Assignee and Assignor, the Assignor has agreed to convey, transfer, assign, deliver, and contribute to Assignee substantially all its assets including but not limited to, any and all of its right, title and interest and goodwill in and to the trademarks, including all common law rights and rights of priority, shown in Schedule A attached hereto (hereinafter referred to as the “Marks”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns unto Assignee any and all right, title, and interest in and to the Marks, including all common law rights and rights of priority, together with any and all goodwill symbolized by said Marks.
2. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Marks.
3. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Marks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Marks.


[Signature Page(s) to Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year last written below.

ASSIGNOR:

SELECT FOOD PRODUCTS, INC.




By:


Name: DAVID SCOTT ROBERTSON
Title: Chief Executive Officer
Date: 11-10-2016

[Signature Page to Trademark Assignment – Select Food Products, Inc.]

SCHEDULE A

Trademark Registrations

Mark	App. Ser. No.	Registration No.
TIMBER RIDGE FARMS	86/449,294	4,887,821
	85/232,343	4,057,635
	75/495,319	2,319,846
	75/408,174	2,254,458

Common Law Marks

CARNIVAL CLASSICS
COFFEEHOUSE CLASSICS
SELECT FOOD PRODUCTS



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