

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Already Stuffing, LLC		03/22/2017	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Lakeview Farms, LLC		
Street Address:	1600 Gressel Drive		
City:	Delphos		
State/Country:	OHIO		
Postal Code:	45833		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4335978	ALREADY STUFFING	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.164		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	04/07/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

Already Stuffing, LLC

This Trademark Assignment ("Trademark Assignment") is made as of March 22, 2017, by Already Stuffing, LLC, a Massachusetts limited liability company, with business office(s) located at 38 Blackmer Street, New Bedford, MA 02744 ("Assignor") for the benefit of Lakeview Farms, LLC, a Delaware limited liability company, with business offices located at 1600 Gressel Drive, Delphos, OH 45833 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 22, 2017 (the "Asset Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement;

WHEREAS, Assignor desires to assign, transfer and convey all of Assignor's interest in all trademarks, trade names and service marks included within the Assets to Assignee, and Assignee desires to accept and receive such interest.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee all of Assignor's worldwide right, title and interest in, to and under the trademarks, trade names and service marks listed on Exhibit A attached hereto, including but not limited to all common law rights, and any and all U.S., foreign and state registrations, applications for registration, renewal registrations and applications for renewal registrations, extensions and foreign counterparts therefor or thereof (collectively, the "Assigned Trademarks"), together with the ongoing goodwill symbolized by the Assigned Trademarks, as well as all rights to sue for and recover and retain past and future legal or equitable relief, including damages, costs, expenses or attorneys' fees, for infringement of the Assigned Trademarks, the same to be held and enjoyed by 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 Assignor had this Trademark Assignment not been made.

2. Further Obligations. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts required in order to vest all Assignor's rights, title and interest in and to the Assigned Trademarks in Assignee.

3. Terms of the Asset Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall prevail.

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4. Governing Law. This Trademark Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction.


5. Counterparts. This Trademark Assignment may be executed in one or more counterparts for the convenience of the parties hereto, all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first written above.

ASSIGNOR:

Already Stuffing, LLC, a Massachusetts limited liability company

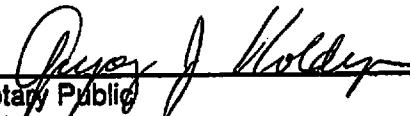
By: 
Name: Michael A. Trazzera
Title: Member

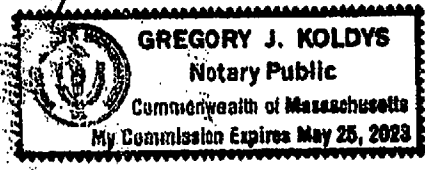
***Acknowledgement**

State of MASSACHUSETTS)
County of Bristol)

On this 22nd day of March, 2017, before me, GREGORY J. KOLDYS, personally appeared Michael A. Trazzera, sole member of Already Stuffing, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public




[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT-ALREADY STUFFING]

IN WITNESS WHEREOF, Assignee has executed this Trademark Assignment as of the day and year first written above.

ASSIGNEE:

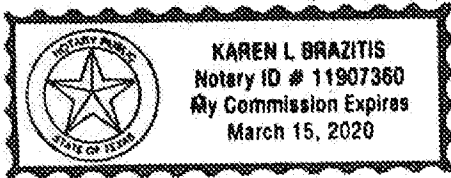
LAKEVIEW FARMS, LLC,
a Delaware limited liability company

By: 
Name: Ronald Klein
Title: Vice President

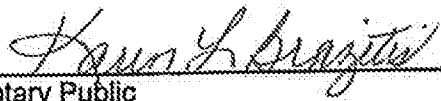
*Acknowledgement

State of TEXAS)
County of DALLAS)

On this 20th day of March, 2017, before me, KAREN L. BRAZITIS, personally appeared Ronald Klein, Vice President of Lakeview Farms, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.


Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT-ALREADY STUFFING]

EXHIBIT A TO TRADEMARK ASSIGNMENT

Jurisdiction	Trademark	Serial No.	Registration Date	Registration No.	Owner
United States	"Already Stuffing" standard character mark; IC 030. US 046. G&S: Stuffing primarily including bread crumbs, water and vegetables.	85542409	May 14, 2013	4335978	Already Stuffing, LLC

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RECORDED: 04/07/2017