

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEF Restaurant Services LLC		04/28/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Bob Evans Restaurants, LLC		
Street Address:	8111 Smiths Mill Road		
City:	New Albany		
State/Country:	OHIO		
Postal Code:	43054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4330382	ALL THE FEAST. NONE OF THE FUSS.	
Registration Number:	3917238	BE	
Registration Number:	4581170	BE EXPRESS	
Registration Number:	4037235	BE MAIL	
Registration Number:	3647046	BIG FARM SALADS	
Registration Number:	2624372	BISCUIT 'N GRAVY'S	
Registration Number:	3491215	CARRY HOME KITCHEN HOMESTYLE MEALS TO GO	
Registration Number:	4333971	COME SEE WHAT'S COOKING.	
Registration Number:	3966345		
Registration Number:	4466999	ENDLESS FARMHOUSE LUNCH	
Registration Number:	1070707	FARM BOY	
Registration Number:	3551136	FARMHOUSE FEAST	
Registration Number:	3716014	FIT FROM THE FARM	
Registration Number:	4102533	FRESH 'N FUN	
Registration Number:	4057366	FRESH THINKING CHEFS	
Registration Number:	4851947	GET IN ON SOMETHING GOOD	
Registration Number:	3647047	HERITAGE CHEF SALAD	
Registration Number:	3872154	HOMESTYLE RESTYLE	
Registration Number:	2692811	I'M SMILING SUNDAE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4155393	MADE WHEN YOU'RE READY, NOT READY-MADE.
Registration Number:	3551056	SAVOR-SIZE
Registration Number:	3961671	SIDECAKES
Registration Number:	4731838	SIMPLE GOODNESS OF THE FARM
Registration Number:	3263465	STACKED & STUFFED HOTCAKES
Registration Number:	4150551	TASTE OF THE FARM
Registration Number:	3273837	THE HOME OF HOMESTYLE
Serial Number:	87392600	HOMESTYLE TO GO

CORRESPONDENCE DATA

Fax Number: 2025339099
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.
Phone: 202-467-8800
Email: BEHOQUE@VORYS.COM, LCSTRIGGLES@VORYS.COM
Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP
Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS
Address Line 2: ATTN: TANYA MARIE CURCIO
Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	05012-297
NAME OF SUBMITTER:	Bernice Hogue
SIGNATURE:	/bernice hogue/
DATE SIGNED:	05/04/2017

Total Attachments: 8

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EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of April 28, 2017 by and between BEF Restaurant Services LLC, an Ohio limited liability company (“**Assignor**”), and Bob Evans Restaurants, LLC (f/k/a BER Acquisition, LLC), a Delaware limited liability company (“**Assignee**”).

WHEREAS, the Assignor has adopted and used and is using in commerce the trademarks set forth in the attached Schedule I (the “**Marks**”); and

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Assignment Agreement dated as of April 28, 2017 (the “**Agreement**”) and pursuant to the Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, said Marks and the goodwill associated with such Marks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all rights, title and interests in and to the Marks, the goodwill of its business symbolized by the Marks, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past, present and future infringement; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the Trademark pertains, and that business is ongoing and existing. Assignor agrees to execute all documents and assignments and to perform such other acts as Assignee may reasonably request to secure to it the rights hereby conveyed.
2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts reasonably requested by Assignee, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment, as to the assigned Marks herein referred to.
4. Assignor hereby requests and authorizes Ropes & Gray LLP, of Three Embarcadero Center, San Francisco, CA 94111, to insert hereon any further identification information necessary or desirable for recordation of this document, including without limitation the filing date and registration number or application number of assigned applications or registrations, if not yet known, when known.

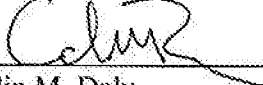
5. This Assignment is being delivered in connection with and subject to the Agreement and to the extent of any conflict between this Assignment and the Agreement, the Agreement shall control.
6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Marks.
7. This Assignment shall be construed and enforced in accordance with the internal laws (and not the law of conflicts of laws) of the United States of America and the State of Delaware. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, all of which shall constitute one and the same agreement. This Assignment may be executed and delivered by facsimile or other electronic transmission and upon such delivery the facsimile or other electronic signature shall be deemed to have the same effect as if the original signature had been delivered to the other party.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:

BEF RESTAURANT SERVICES LLC


By: 
Name: Colin M. Daly
Title: Executive Vice President, General Counsel
and Secretary

[Signature Page to Trademark Assignment (Bob Evans Restaurants, LLC)]

**TRADEMARK
REEL: 006050 FRAME: 0135**

ASSIGNEE:

BOB EVANS RESTAURANTS, LLC



By: 
Name: **Joshua Cohen**
Title: **President**

[Signature Page to Trademark Assignment (Bob Evans Restaurants, LLC)]

TRADEMARK
REEL: 006050 FRAME: 0136

Schedule I
Trademarks

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner	Jurisdiction
ALL THE FEAST. NONE OF THE FUSS.	85553819 February 27, 2012	4330382 May 7, 2013	Registered	Bob Evans Farms, LLC	United States
BE & Design 	85094001 July 27, 2010	3917238 February 8, 2011	Registered	Bob Evans Farms, LLC	United States
BE EXPRESS	85898777 April 9, 2013	4581170 August 5, 2014	Registered	Bob Evans Farms, LLC	United States
BEMAIL & Design 	85094003 July 27, 2010	4037235 October 11, 2011	Registered	Bob Evans Farms, LLC	United States
BIG FARM SALADS	77628525 December 8, 2008	3647046 June 30, 2009	Registered	Bob Evans Farms, LLC	United States
BISCUIT 'N GRAVY'S	76282123 July 9, 2001	2624372 September 24, 2002	Renewed	Bob Evans Farms, LLC	United States
CARRY HOME KITCHEN HOMESTYLE MEALS TO GO & Design	77189166 May 24, 2007	3491215 August 26, 2008	Registered	Bob Evans Farms, LLC	United States

					
COME SEE WHAT'S COOKING.	85673410 July 10, 2012	4333971 May 14, 2013	Registered	Bob Evans Farms, LLC	United States
Design Only 	85158418 October 21, 2010	3966345 May 24, 2011	Registered	Bob Evans Farms, LLC	United States
ENDLESS FARMHOUSE LUNCH	85553826 February 27, 2012	4466999 January 14, 2014	Registered	Bob Evans Farms, LLC	United States
FARM BOY	73072566 December 22, 1975	1070707 August 2, 1977	Renewed	Bob Evans Farms, LLC	United States
FARMHOUSE FEAST	77260587 August 21, 2007	3551136 December 23, 2008	Registered	Bob Evans Farms, LLC	United States
FIT FROM THE FARM	77394457 February 12, 2008	3716014 November 24, 2009	Registered	Bob Evans Farms, LLC	United States
FRESH 'N FUN	85391591 August 7, 2011	4102533 February 21, 2012	Registered	Bob Evans Farms, LLC	United States
FRESH THINKING CHEFS	85116783 August 26, 2010	4057366 November 15, 2011	Registered	Bob Evans Farms, LLC	United States
GET IN ON SOMETHING GOOD	86214853 March 7, 2014	4851947 November 10, 2015	Registered	Bob Evans Farms, LLC	United States

HERITAGE CHEF SALAD	77628526 December 8, 2008	3647047 June 30, 2009	Registered	Bob Evans Farms, LLC	United States
HOMESTYLE RESTYLE	77830693 September 21, 2009	3872154 November 9, 2010	Registered Seller to file Declaration of Use before expiration of grace period (5/9/17)	Bob Evans Farms, LLC	United States
HOMESTYLE TO GO	87392600 March 30, 2017	N/A	Pending	Bob Evans Farms, LLC	United States
I'M SMILING SUNDAE	76386070 March 21, 2002	2692811 March 4, 2003	Renewed	Bob Evans Farms, LLC	United States
MADE WHEN YOU'RE READY, NOT READY-MADE.	85281763 March 30, 2011	4155393 June 5, 2012	Registered	Bob Evans Farms, LLC	United States
SAVOR-SIZE	77240325 July 27, 2007	3551056 December 23, 2008	Registered	Bob Evans Farms, LLC	United States
SIDECAKES	85132508	3961671	Registered	Bob Evans	United States

	September 17, 2010	May 17, 2011		Farms, LLC	
SIMPLE GOODNESS OF THE FARM	85553832 February 27, 2012	4731838 May 5, 2015	Registered	Bob Evans Farms, LLC	United States
STACKED & STUFFED HOTCAKES	77082730 January 14, 2007	3263465 July 10, 2007	Registered	Bob Evans Farms, LLC	United States
TASTE OF THE FARM	77852586 October 20, 2009	4150551 May 29, 2012	Registered	Bob Evans Farms, LLC	United States
THE HOME OF HOMESTYLE	77021947 October 16, 2006	3273837 August 7, 2007	Registered	Bob Evans Farms, LLC	United States