

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enray Inc.		04/30/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SMUCKER NATURAL FOODS, INC.		
Street Address:	One Strawberry Lane		
City:	Orrville		
State/Country:	OHIO		
Postal Code:	44667		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5095361	TRUROOTS	
Registration Number:	3700292	TRUROOTS	
Registration Number:	4599588	TRUROOTS	
Registration Number:	4616897	THE WORLD IS YOUR MARKETPLACE	
Registration Number:	4616896	BAZAAR	
Registration Number:	4609424	ACCENTS	
CORRESPONDENCE DATA			
Fax Number:	3306843026		
<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:	330-684-8446		
Email:	rommel.cortez@jmsmucker.com		
Correspondent Name:	Courtnei Moorman		
Address Line 1:	One Strawberry Lane		
Address Line 4:	Orrville, OHIO 44667		
NAME OF SUBMITTER:	Courtnei Moorman		
SIGNATURE:	/cm/		
DATE SIGNED:	10/03/2017		
Total Attachments: 4			

CH \$165.00 5095361

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ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment") is made and delivered effective as of the 30th day of April, 2017, at 6:00 p.m. Pacific Time (the "Effective Time"), by Enray Inc., a California corporation ("Assignor"), with a principal address at One Strawberry Lane, Orrville, Ohio 44667, to Smucker Natural Foods, Inc., a California corporation and the sole shareholder of Assignor ("Assignee"), with a principal address at One Strawberry Lane, Orrville, Ohio 44667.

WHEREAS, Assignor is the owner of certain trademarks, service marks, trade names and brand names, and other indicia of origin, including the United States trademark registrations identified on Schedule I hereto (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises, representations, warranties and agreements herein set forth, the parties agree as follows:

Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, the registrations and applications for registration thereof, all issuances, extensions, and renewals thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; any other rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as same would have been held and enjoyed by Assignor if this Assignment had not been made. The transfer and assignment of the Trademarks shall be effective at the Effective Time.

Assignor hereby represents and warrants to Assignee that: (a) Assignor has good and marketable title to the Trademarks; (b) Assignor has full power and authority to execute and deliver this Assignment and to transfer and assign the Trademarks hereby; and (c) this Assignment is enforceable against Assignor in accordance with its terms.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the Effective Time, without further consideration, Assignor will execute and deliver or cause to be executed and delivered such documents to Assignee and take such other action as Assignee may reasonably request in order to more effectively effect, evidence or perfect the transaction contemplated herein.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


This Assignment may be executed in counterparts, and delivered by electronic mail with scan or attachment signature, all of which when so executed and delivered shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all, of the parties. An electronic or other copy of a signature shall be deemed an original for purposes of this Assignment.

[Signature Page Follows]

SCHEDULE I - TRADEMARKS

United States of America

TRUROOTS

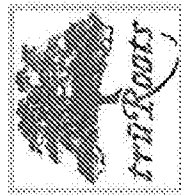
Enray Inc	United States of America	85787227	4595586	9 Sep 2014	29,30,31	Registered
						

Truroots (stylized and tree design)



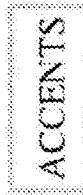
Enray Inc	United States of America	77684047	3760252	20 Oct 2009	29,30,31	Registered
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Truroots (stylized and tree design)



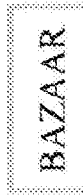
Enray Inc	United States of America	87017887	5055261	6 Dec 2016	30	Registered
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ACCENTS



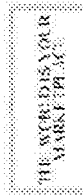
Enray, Inc.	United States of America	86199024	4609424	23 Sep 2014	29,30	Registered
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BAZAAR



Enray, Inc	United States of America	86186757	4619896	7 Oct 2014	30	Registered
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THE WORLD IS YOUR MARKETPLACE



Enray, Inc.	United States of America	68198762	4616897	7 Oct 2014	30	Registered
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