

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502309

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Signature Pack, LLC		11/16/2018	Limited Liability Company: GEORGIA
Signature Food Marketing, LLC		11/16/2018	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S.E. Meats, Inc.		
<b>Doing Business As:</b>	Southeastern Meats		
<b>Street Address:</b>	700 25th Avenue West		
<b>Internal Address:</b>	P.O. Box 13743		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35202		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4769138	SIGNATURE SELECT	
<b>Registration Number:</b>	4610646	SIGNATURE SELECT	
<b>Registration Number:</b>	4513516	SIGNATURE PICK 5	
<b>Registration Number:</b>	4520289	SIGNATURE PICK 5	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2052445720		
<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>			
<b>Phone:</b>	205-458-5395		
<b>Email:</b>	srhyne@burr.com		
<b>Correspondent Name:</b>	J. SIMS RHYNE III		
<b>Address Line 1:</b>	420 NORTH 20TH STREET		
<b>Address Line 2:</b>	SUITE 3400		
<b>Address Line 4:</b>	BIRMINGHAM, ALABAMA 35203		
<b>NAME OF SUBMITTER:</b>	J. SIMS RHYNE III		

CH \$115.00 4769138

<b>SIGNATURE:</b>	/J. SIMS RHYNE III/
<b>DATE SIGNED:</b>	12/17/2018
<b>Total Attachments: 5</b> source=TM Assignment - 2018.11.16 - Signature to SE Meats #page1.tif source=TM Assignment - 2018.11.16 - Signature to SE Meats #page2.tif source=TM Assignment - 2018.11.16 - Signature to SE Meats #page3.tif source=TM Assignment - 2018.11.16 - Signature to SE Meats #page4.tif source=TM Assignment - 2018.11.16 - Signature to SE Meats #page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of November 16, 2018, is made by Signature Pack, LLC, a Georgia limited liability company (“**Signature Pack**”), and Signature Food Marketing, LLC, a Georgia limited liability company (“**Signature Food Marketing**”), in favor of S.E. Meats, Inc. d/b/a Southeastern Meats, an Alabama corporation (“**Buyer**”).

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), by and among Signature Food Marketing, Signature Pack and Buyer, Signature Food Marketing and Signature Pack have agreed to sell to Buyer, and Buyer has agreed to purchase from Signature Food Marketing and Signature Pack, the Purchased Asset as set forth and described in the Purchase Agreement;

**WHEREAS**, pursuant to the Purchase Agreement, Signature Food Marketing and Signature Pack have agreed to sell, assign, transfer and convey to Buyer, as part of the Purchased Assets, the Purchased IP Assets, which assets include, but are not limited to, those listed on Schedule I attached hereto, and has agreed to execute and deliver this IP Assignment to evidence the transfer and assignment of the Purchased IP Assets, and for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

**WHEREAS**, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Signature Food Marketing and Signature Pack hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts from Signature Food Marketing and Signature Pack, all of their respective right, title, interest and goodwill in and to the following (the “**Assigned IP**”):

- (a) all Purchased IP Assets;
- (b) all rights of any kind whatsoever of Signature Food Marketing or Signature Pack, as applicable, accruing under the Purchased IP Assets provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Signature Food Marketing and Signature Pack hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Signature Food Marketing and Signature Pack shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Signature Food Marketing, Signature Pack and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Signature Food Marketing nor Signature Pack may assign this IP Assignment without the prior written consent of Buyer.

6. Severability. The invalidity or unenforceability of any of the terms, conditions or provisions hereof shall not limit or impair the operation or validity of any other term or provision of this IP Assignment, and the remainder of this IP Assignment shall remain operative and in full force and effect.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and

construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Signature Food Marketing and Signature Pack have duly executed and delivered this IP Assignment as of the date first above written.

**SIGNATURE FOOD MARKETING:**

SIGNATURE FOOD MARKETING, LLC

By: \_\_\_\_\_  
Name: Charles E. McAtee  
Its: Manager

**SIGNATURE PACK:**

SIGNATURE PACK, LLC

By: Signature Food Marketing, LLC  
Its: Sole Member

By: \_\_\_\_\_  
Name: Charles E. McAtee  
Its: Manager

**Schedule I**

1. SIGNATURE SELECT, Reg. No. 4,769,138, Registered: July 7, 2015.
2. SIGNATURE SELECT, Reg. No. 4,610,646, Registered: September 23, 2014.
3. SIGNATURE PICK 5, Reg. No. 4,513,516, Registered: April 15, 2014.
4. SIGNATURE PICK 5, Reg. No. 4,520,289, Registered: April 29, 2014.