

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sensient Flavors LLC		12/19/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Clayton Distributing Co., Inc.		
Street Address:	4790 Mendel Court		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30336		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2675869	RED ROCK	
CORRESPONDENCE DATA			
Fax Number:	7704347376		
<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:	7704346868		
Email:	trademarkdocketing@taylorenghish.com		
Correspondent Name:	W. Scott Creasman		
Address Line 1:	1600 Parkwood Circle, Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	W. Scott Creasman		
SIGNATURE:	/W. Scott Creasman/		
DATE SIGNED:	06/11/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "*Assignment*") is made and entered into effective as of December 19, 2018 (the "*Effective Date*"), by and among Sensient Flavors LLC, a Delaware limited liability company, having its principal place of business at 5115 Sedge Boulevard Hoffman Estates, IL 60192 (hereinafter referred to as "*Assignor*"), and Clayton Distributing Co., Inc., a Georgia corporation, having its principal place of business at 4790 Mendel Court, Atlanta, GA 30336, mailing address P.O. Box 623, Austell, GA 30168-0623 (hereinafter referred to as "*Assignee*").

TRADEMARKS, FORMULAS, SUBLICENSE

1. Assignor is the owner of all right, title, and interest in and to the Red Rock trademark, including, but not limited to, all common law rights for RED ROCK and associated designs and logos as used with soft drinks, soft drink concentrates, and any non-alcoholic beverages, and of the following RED ROCK trademark registrations: U.S. Reg. No. 2,675,869 (the "*U.S. Registration*"), European Community (CTM) Reg. No. 5971163, Swiss Reg. No. 562522, and Mexican Reg. No. 437526 (the common law trademarks and registered trademarks, including, but not limited to, the U.S. Registration are collectively the "*Marks*"). Assignor represents and warrants that the four (4) above-listed registrations are the only registrations for the RED ROCK trademark.
2. Prior to the Effective Date, Universal Flavors – U.S.A., Inc. (Assignor's predecessor-in-interest) licensed the Marks to Assignee pursuant to that certain agreement dated January 15, 1990, and Assignor and Assignee executed similar agreements covering additional territories (collectively the "*Clayton License Agreement*").
3. Assignor owns various product formulas that have been used to make and sell products under the Marks ("*Formulas*"). Assignor has long produced, and sold to Assignee, the flavor ingredients based on these Formulas, and both Assignor and Assignee wish to continue this relationship.
4. Assignor has likewise sold the Formulas for strawberry flavored products, to Carolina Cannery Inc. ("*CCI*") within the limited territory of North Carolina and South Carolina. In connection with the sale of the Formulas for strawberry flavored products to CCI, Sensient also licensed the Marks to CCI within that limited territory of North Carolina and South Carolina for strawberry flavored products ("*CCI - Sensient License*"). Assignee is willing to grant a license to CCI (the "*CCI License*") as set forth in Exhibit A to permit CCI's continued right to use the Marks in a manner consistent with the CCI-Sensient License. Assignor represents and warrants that the CCI - Sensient License is the only license agreement for the Marks (or agreement of any kind permitting third party use of the Marks) that currently exists other than the Clayton License Agreement.

5. Assignor has agreed to assign the Marks, the CCI - Sensient License, and all ancillary rights thereto to Assignee, and Assignee is desirous of acquiring the Marks, the registrations thereof, and the CCI - Sensient License.

ASSIGNMENT OF THE MARKS & RED ROCK MATERIALS

6. For good and valuable consideration (the sufficiency of which is hereby agreed upon by the parties) in the amount of [REDACTED], the Supply Agreement, and the CCI Sublicense, Assignor does hereby transfer, convey, and assign to Assignee all of Assignor's rights, title, and interest in and to the Marks together with the goodwill of that portion of the business in which the Marks are used, along with any and all rights to enforcement with respect thereto, including rights to sue for and to collect damages or any other compensation for past infringement or dilution thereof. Assignee hereby accepts and assumes all of Assignor's right, title, and interest in and to the Marks and any interest Assignor may have in or to the goodwill of that portion of the business in which the Marks are used. Assignor does hereby transfer, convey, and assign to Assignee all of Assignor's rights to all labels, designs, bottles, crowns, Kosher certifications, UPC Codes, packaging materials, advertising displays and materials, artwork, and the concentrate formulas for making the beverages sold under the Marks originally received, developed, and adopted and/or used by Assignor in any way relating to, involving, or pertaining to Marks (the "Red Rock Materials"). Assignor hereby transfers, conveys, and assigns all copyrights, including all derivative rights, in the "Red Rock Materials" and all other designs, and logos used in connection with the Marks throughout the world. Assignor represents that no copyright registrations exist for or related to the Red Rock Materials.
7. Assignor transfers, conveys, and assigns all GS1 UPC prefixes and barcode numbers for Red Rock (73005) to Assignee. Assignor will issue to Assignee a "GS1 US Prefix Release Letter" and "GS1 Company Prefix Transfer Request Form" (as set forth respectively in Exhibits B and B-1), signed by an officer of Assignor. Assignor acknowledges that Assignee will send a "GS1 Company Prefix Transfer Request Form" to GS1.
8. Assignor will provide all background documents on all four registrations for the Marks reflected in paragraph 1 and the GS1 UPC Code, including, but not limited to all attorney files relating to the Marks and as necessary to maintain all registrations for the Marks, and to file any new applications for the Marks.
9. Assignor represents and warrants that (a) Assignor has clear and clean title with no encumbrances or liens as to the Marks, the Red Rock Materials, all items transferred pursuant to paragraph 6 of this Assignment, the CCI - Sensient License, and all ancillary rights thereto, (b) Assignor is not aware of any claims against or infringements of the Marks or the Red Rock Materials, or claims that the Marks or Red Rock Materials infringe any other party's rights, and (c) there are no legal proceedings relating to the Marks or Red Rock Materials.

10. The parties agree to execute any other documents necessary to effectuate Assignee's ownership rights in the Marks or the Red Rock Materials.
11. Assignor and Assignee both mutually agree that all previous agreements between the parties relating to the subject matter hereof, including, but not limited to, the Clayton License Agreement, are terminated and relinquished, and that this Assignment governs parties' respective rights and obligations as of the Effective Date.

ASSIGNMENT OF CCI - SENSIENT LICENSE

12. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, conveys, and assigns to Assignee all of Assignor's rights, title, and interest in and to the CCI - Sensient License including, when provided under the terms and conditions of any CCI - Sensient License, any and all rights of enforcement, including rights to sue for and collect damages or any other compensation for past infringement or dilution, together with any interest Assignor may have in or to the goodwill of that portion of the business which inured to the benefit of Assignor under the CCI - Sensient License. Assignee hereby accepts and assumes all of Assignor's right, title, and interest in and to the CCI - Sensient License and any interest Assignor may have in or to the goodwill of that portion of the business which inured to the benefit of Assignor under the CCI - Sensient License, and hereby accepts and assumes, and agrees fully, faithfully, and promptly to pay, perform, observe, and discharge, as and when due, all of the covenants, conditions, agreements, terms, and obligations on the part of Assignor to be performed under the CCI - Sensient License accruing from and after the date of this Assignment.

ASSIGNMENT OF PRODUCT FORMULAS

13. Assignor hereby transfers, conveys, and assigns to Assignee all of Assignor's rights, title, and interest in and to the Formulas listed in Exhibit C. The parties agree to execute any other documents necessary to effectuate Assignee's ownership rights in the Formulas.

SUPPLY AGREEMENT

14. Assignee agrees to buy from Assignor, and Assignor agrees to supply to Assignee, all of Assignee's requirements for flavors and colors for products sold under the Marks. Such supply and purchase will be governed by the Supply Agreement set forth in Exhibit D.

MISCELLANEOUS

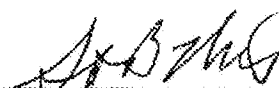
15. This Assignment embodies the complete understanding between the parties and supersedes and replaces any prior understandings, arrangements, and agreements whether oral or written relating to the subject matter herein. This Assignment may

not be amended or supplemented except in writing signed by both parties. All article or section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend or describe the scope or intent of any provisions hereof. The parties hereto agree that this Assignment shall be construed as if drafted jointly by Assignor and Assignee and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Assignment. Failure to enforce any right under this Assignment will not constitute a waiver of such right, and no actual waiver of a party's rights under this Assignment in one instance will constitute a waiver of such rights in future instances. If any one portion of this Assignment is deemed invalid or unenforceable, the remainder of this Assignment will remain valid and enforceable to the extent permitted by law. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile signatures or signatures transmitted in PDF format shall be given the same effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:
Sensient Flavors LLC

ASSIGNEE:
Clayton Distributing Co., Inc.,

By: 

By: Charles T. Rehd

Its: General Manager

Its: President