

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570463

<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>
PEL-FREEZ HOLDINGS, INC.		03/31/2020	Corporation: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MERCURE CAPITAL, LLC		
<b>Street Address:</b>	219 N. Arkansas Street		
<b>City:</b>	Rogers		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72756		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1209924	PEL-FREEZ	
<b>Registration Number:</b>	0758200	PEL-FREEZ	
<b>Registration Number:</b>	4517066	PEL-FREEZ	
<b>Registration Number:</b>	1705207	PEL-FREEZ RABBIT AN INTERNATIONAL DELICA	
<b>Registration Number:</b>	4697069	PEL-FREEZ BIOLOGICALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173459020		
<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>	617-345-9000		
<b>Email:</b>	tmdocket@hinckleyallen.com		
<b>Correspondent Name:</b>	Carol H. Peters		
<b>Address Line 1:</b>	28 State Street, 30th Floor		
<b>Address Line 2:</b>	Hinckley, Allen & Snyder, LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	076247-0181385		
<b>NAME OF SUBMITTER:</b>	Carol H. Peters		
<b>SIGNATURE:</b>	/carol h peters/		
<b>DATE SIGNED:</b>	04/03/2020		

CH \$140.00 1209924

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") by and between, **PEL-FREEZ HOLDINGS, INC.**, an Arkansas corporation ("Assignor"), and **MERCURE CAPITAL, LLC**, a Delaware limited liability company ("Assignee"). Assignor and Assignee are at times individually referred to herein as a "Party" and collectively as the "Parties."

A. Assignor, Assignee, and the other signatories thereto are Parties to an Asset Purchase Agreement, of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept, and take from Assignor, the Marks (as defined below), together with the goodwill connected with the use of, and symbolized by, the Marks. The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration as set out in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby assign to Assignee all of Assignor's right, title, and interest in and to: (a) the trademarks set forth on Schedule 1 (the "Marks"), together with the goodwill connected with the use of, and symbolized by the Marks; (b) all 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; (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. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title, or interest in or to such Marks and shall take no actions that would jeopardize the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt, use, register or seek to register any name or mark anywhere in the world that is identical to any of the Marks, or similar thereto, such that it could cause a likelihood of confusion, constitute a colorable imitation thereof, or suggest an association, sponsorship, and/or endorsement between Assignor and Assignee.

3. Assignor agrees to assist Assignee in every legal way to evidence, record, and perfect this Assignment and, if necessary, to register, enforce, maintain, and defend the assigned rights in the future. If Assignee is unable for any reason whatsoever, after reasonable diligence, to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. Assignor represents and warrants to Assignee that, other than as disclosed in the Disclosure Schedule to the Purchase Agreement: (a) to the best of Assignor's knowledge, Assignor was the sole owner of all rights, title, and interest in the Marks, (b) the Marks are not registered with any state, federal or international office, board or agency, (c) Assignor has not assigned, transferred, licensed, pledged, or otherwise encumbered the Marks or agreed to do so, (d) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (e) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Marks, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge, or other amount with regard to the Marks, or (iii) claims that any default exists under any agreement or arrangement, and (f) the Marks are not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor. For the avoidance of doubt, 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.

5. Assignor authorizes the Commissioner for Trademarks, and any other governmental officials and agencies, to record and register this Assignment upon request by Assignee.

6. This Assignment shall be binding up and shall inure to the benefit of Assignee and its respective successors and assigns.

7. This 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 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 Delaware, without giving effect to any choice or conflict of law provisions or rule (whether of the State of Delaware or any other jurisdiction).

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

*Signature page follows*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the dates indicated below.

ASSIGNOR:

PEL-FREEZ HOLDINGS, INC.

By: 

Name: David Dubbell

Title: President

ASSIGNEE:

MERCURE CAPITAL, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the dates indicated below.

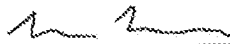
**ASSIGNOR:**

**PEL-FREEZ HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: David Dubbell  
Title: President

**ASSIGNEE:**

**MERCURE CAPITAL, LLC**

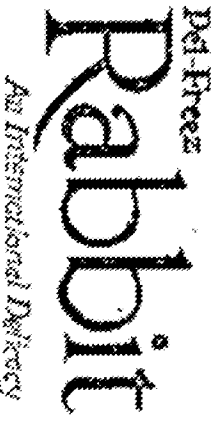
By:  \_\_\_\_\_  
Name: Brian Bonk  
Title: Member

SCHEDULE 1


Docket No.	Mark	Country	Status	Goods & Services	Application No.	Registration Date	Reg. No.
027065-0114	Pel-Freeez	European Union	Registered	CLASS 01: Diagnostic preparations and substances for molecular biology for scientific or research use; diagnostic chemicals and reagents. CLASS 05 Diagnostic preparations and substances for molecular biology for clinical or medical laboratory use; tissues, organs and fluids of rabbits, guinea pigs, hamsters, mice, rats, chickens, dogs, monkeys, turtles, frogs, kine, sheep, swine and horses.	002413102	5/7/2004	002413102
027065-0123	Pel-Freeez	European Union	Registered	CLASS 01 Diagnostic preparations reagents for clinical, scientific research, or medical laboratory use, animal tissue, fluids and organs for clinical, scientific or medical research use. CLASS 05 Diagnostic preparations reagents for medical use.	012022273	12/23/2013	012022273

**TRADEMARK**

**REEL: 006908 FRAME: 0221**

Docket No.	Mark	Country	Status	Goods & Services	Application No.	Registration Date	Reg. No.
027065-0113		United States of America	Registered	CLASS 29 Frozen processed and fresh animal meat.	74150481	8/4/1992	1705207
027065-0115	Pel-Freez	United States of America	Registered	CLASS 29 Domestically Produced Frozen Chill-Packed and Fresh Meats and Further Processed Meats (and further Processed Meats) and Poultry and Domestically Produced or Wild Fish and Game used In Food.	73329123	9/21/1982	1209924
027065-0117	Pel-Freez	United States of America	Registered	CLASS 29 Quick frozen domestic rabbit meat.	72161198	10/8/1963	758200
027065-0122	Pel-Freez	United States of America	Registered	CLASS 01 Diagnostic preparations comprising reagents for scientific research and clinical or medical laboratory use, animal tissue, fluids and organs for clinical, scientific or medical research use; diagnostic trademark preparations and reagents for medical laboratory research use	85835168	4/22/2014	4517066



Docket No.	Mark	Country	Status	Goods & Services	Application No.	Registration Date	Reg. No.
027065-0124		United States of America	Registered	CLASS 01 Diagnostic preparations comprising reagents for scientific research and clinical or medical laboratory use; animal tissue, fluids and organs for clinical, scientific or medical research use; Diagnostic preparations and reagents for medical laboratory research use.	86157096	3/3/2015	4697069

TRADEMARK

REEL: 006908 FRAME: 0223

RECORDED: 04/03/2020