

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658422

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900622316		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Vinegar Co.		05/12/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Kerry Luxembourg S.à.r.l.		
Street Address:	17 Rue Antoine		
City:	Jans		
State/Country:	LUXEMBOURG		
Postal Code:	L-1820		
Entity Type:	société à responsabilité limitée: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0656200	GARDEN HARVEST	
CORRESPONDENCE DATA			
Fax Number:	2022937860		
<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:	12022937060		
Email:	tm@sughrue.com		
Correspondent Name:	Jody H. Drake		
Address Line 1:	2000 Pennsylvania Ave., Suite 900		
Address Line 4:	Washington, D.C. 20006-1811		
ATTORNEY DOCKET NUMBER:	S25403		
DOMESTIC REPRESENTATIVE			
Name:	Jody H. Drake		
Address Line 1:	2000 Pennsylvania Ave., NW, Suite 900		
Address Line 4:	Washington, D.C. 20006-1811		
NAME OF SUBMITTER:	Jody H. Drake		
SIGNATURE:	/jhd/		
DATE SIGNED:	07/07/2021		

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is dated as of May 28, 2021, by and between NATIONAL VINEGAR CO., a Missouri corporation, also known as NATIONAL VINEGAR COMPANY (“Seller”), on the one hand, and KERRY LUXEMBOURG S.À R.L., a Luxembourg société à responsabilité limitée (the “Buyer”), on the other hand. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITAL

WHEREAS, Buyer and Seller, among others, are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”);

WHEREAS, Seller is the owner or licensee of, or purports to own or license, the Seller Intellectual Property; and

WHEREAS, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept, all of Seller’s right, title and interest in and to all Seller Intellectual Property pursuant to the terms set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, representations, warranties, conditions and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree, subject to the terms and conditions of the Purchase Agreement, as follows:

1. Assignment and Assumption. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, free and clear of all Liens (except Permitted Liens), all right, title and interest in and to all Seller Intellectual Property, including but not limited to the domain name registration set forth on Schedule 1 hereto and the trademark registration set forth on Schedule 2 hereto, along with all goodwill related thereto and all income, royalties, damages and payments due or payable as of the Closing Date or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world, and all copies and tangible embodiments thereof), and all of Seller’s causes of action, judgments, claims, credits, demands and rights of set-off, whether known or unknown, against third parties relating to any Seller Intellectual Property.

2. Recordation. Seller hereby authorizes, as applicable, the U.S. Patent and Trademark Office, U.S. Copyright Office and the patent, trademark and/or copyright offices of any other jurisdictions covered by the Seller Intellectual Property, as well as any relevant domain name registrars, to record this Assignment and to issue all registrations and renewals for the Seller Intellectual Property to Buyer in accordance with the terms of this Assignment.

3. Further Assurances. From time to time after the date hereof, upon the reasonable request of Buyer, Seller shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action, at Buyer's expense, as Buyer may reasonably request, in order to fully effectuate the purposes, terms and conditions hereof.

4. Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand, alter, supersede, rescind, waive or limit in any way the terms, including without limitation the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, contained in the Purchase Agreement. If the terms of this Assignment conflict with the terms of the Purchase Agreement, then the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, email 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.

6. Effectiveness. This Assignment will be effective as of 11:59 p.m. Eastern Time on the Closing Date.

7. Benefit; Assignment. This Assignment shall inure to the benefit of and be binding upon and Buyer and Seller and their respective successors, heirs, devisees, legatees, legal representatives and permitted assigns.

8. Amendment. No modification, amendment or waiver of any of the provisions of this Assignment shall be effective unless in writing and signed by each of the parties hereto.

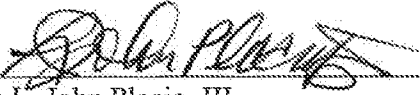
9. Headings. The headings set forth in this Assignment are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Assignment.

10. Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the substantive Laws of the State of Delaware, without reference to its choice of law rules or to the choice of law rules of any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

SELLER:

NATIONAL VINEGAR CO.

By: 
Name: L. John Placio, III
Title: President

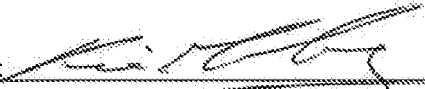
[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007345 FRAME: 0878

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

BUYER:


KERRY LUXEMBOURG S.À R.L.

By: 

Name: KEN O'MAHONY

Title: PRESIDENT KERRY LUXEMBOURG S.A.R.L.

Date: 12 / 05 / 2021

By: 

Name: KARL O'DONOVAN

Title: GLOBAL R&D&A SCIENTIFIC DIRECTOR

Date: 12 / 05 / 2021

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007345 FRAME: 0879

Schedule 1

Domain Name Registration

Natvin.com

Schedule 2

Trademark Registration

U.S. Trademark Registration No. 656200 in the name of National Vinegar Company for the mark: GARDEN HARVEST.