

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KFGB Holdings LLC		06/07/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Hormel Foods, LLC		
Street Address:	1 Hormel Place		
City:	Austin		
State/Country:	MINNESOTA		
Postal Code:	55912		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0528074	PLANTERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	slnelsen@hormel.com		
Correspondent Name:	Sarah L. Nelsen		
Address Line 1:	1 Hormel Place		
Address Line 4:	Austin, MINNESOTA 55912		
NAME OF SUBMITTER:	Sarah L Nelsen		
SIGNATURE:	/sln/		
DATE SIGNED:	01/19/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of June 7, 2021 (the "Effective Date") by and between Kraft Heinz Foods Company, a Pennsylvania limited liability company ("KHFC"), Kraft Foods Group Brands LLC, a Delaware limited liability company ("KFGB"), and KFGB Holdings LLC, a Delaware limited liability company ("KFGB Holdings" and with KHFC and KFGB each, an "Assignor" and collectively, "Assignors") and Hormel Foods, LLC, a Minnesota limited liability company with an address of 1 Hormel Place, Austin, Minnesota 55912 ("Assignee"). Assignors and Assignee are individually referred to herein as a "Party," and collectively as the "Parties." All capitalized terms used but not defined herein shall have the meanings set forth in the APA (as defined below).

WHEREAS, Assignors and Hormel Foods Corporation ("Buyer") have entered into the Asset Purchase Agreement, dated February 10, 2021 (the "APA"); and

WHEREAS, in connection with the APA and pursuant to its terms, each Assignor has each agreed to assign, transfer, convey, and deliver to Assignee, as a subsidiary of Buyer all of the right, title and interest of such Assignor in and to certain Intellectual Property of such Assignor that constitutes Transferred Assets, namely the Business Intellectual Property;

WHEREAS, the Business Intellectual Property includes, without limitation, the patents and patent applications; the trademarks (whether statutory or common law), trademark applications and trademark registrations (together with all goodwill associated therewith and symbolized thereby in each case); the copyright registrations and copyright applications; and the domain names and social media accounts set forth on Attachment A attached hereto and incorporated herein by reference (the "Assigned IP"); and

WHEREAS, pursuant to the APA, Assignors and Assignee hereby execute and deliver this Assignment for recording with the United States Trademark and Patent Office ("USPTO"), the United States Copyright Office ("Copyright Office"), or equivalent entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, with the intent to be legally bound, the Parties agree as follows:

1. Transfer of Assigned IP. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby unconditionally accepts, all of such Assignor's right, title and interest in and to the Assigned IP. The foregoing assignment includes (a) the patent applications and registrations set forth in Attachment A hereto, together with all extensions, continuations, divisionals, continuations-in-part, reissues, reexaminations, and post-grant reviews stemming from such Assigned IP; (b) all trademark applications and registrations set forth in Attachment A hereto, all renewals in connection therewith, as well as all common law and statutory rights related thereto and associated with the business, and the goodwill of the business symbolized thereby; (c) all copyright applications and registrations set forth in Attachment A hereto as well as all common law and statutory rights related thereto, and all rights of renewal and extension thereto; (d) all domain names set forth in Attachment A hereto as well as all uniform resource locators, e-mail addresses and other names and locators associated with the foregoing, including any applications or registrations therefor; (e) 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; (f) 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 (except for royalties, fees, income, payments and other proceeds that constitute Excluded Assets); and (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution and injunction, and other legal and equitable relief for past,

present, and future infringement, misappropriation, violation, dilution, 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. If Assignors have any rights, including without limitation "artist's rights" or "moral rights," in any of the Assigned IP that cannot be assigned, Assignors will waive and hereby waive enforcement worldwide of such rights against Assignee; in the event that Assignors have any such rights that cannot be assigned or waived, Assignors hereby grant to Assignee an exclusive, worldwide, irrevocable, perpetual license to reproduce, distribute, create derivative works of, publicly perform, and publicly display the Assigned IP in any medium or format, whether now known or later developed.

2. Recordation and Further Assurances. Assignors hereby authorize the USPTO, the Copyright Office, or equivalent entities or agencies in any applicable jurisdiction, and upon request by Assignee or Assignee's designee, to record this Assignment, or similar assignments and/or related documentation as may be executed by the Parties pursuant to this Section 2. Assignors covenant and agree that, from time to time following the Effective Date and upon the reasonable written request of Assignee, at Assignee's expense, Assignors shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or any other documentation, and do all further acts reasonably requested by Assignee, its successors, assigns, or legal representatives as are necessary to effect, evidence, confirm and perfect the assignment of the Assigned IP to Assignee, or its successor or assign thereto, in any applicable jurisdiction. Assignors additionally covenant and agree that Assignors shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and/or Assignee's designee, as are necessary to effect the transactions contemplated by this Assignment, including without limitation to transfer the domain names and social media accounts identified in Attachment A to an account(s) managed by or on behalf of Assignee. Assignee shall be responsible for all expenses incurred by Assignors and Assignee associated with all of the foregoing actions, including without limitation all fees and expenses incurred in the recordation in all jurisdictions described in this Section 2.

3. Entire Agreement. This Assignment, and the APA, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignors to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the APA.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law and Venue. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware, and the federal intellectual property laws applicable to the relevant jurisdictions in which the Assigned IP is registered or is pending registration.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Assignment delivered by 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.

7. APA Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the APA or any liability or obligation of the Assignors or Assignee arising under the APA, which shall

govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the APA, the terms of the APA shall control.

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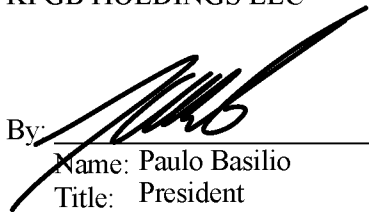
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

KRAFT FOODS GROUP BRANDS LLC

By: 
Name: Paulo Basilio
Title: President

KFGB HOLDINGS LLC

By: 
Name: Paulo Basilio
Title: President

KRAFT HEINZ FOODS COMPANY

By: 
Name: Paulo Basilio
Title: President

[Signature Page – IP Assignment Agreement]

TRADEMARK
REEL: 007562 FRAME: 0440

ASSIGNEE:
HORMEL FOODS, LLC

By: S. Nelsen

Name: Sarah Nelsen

Title: Corporate Secretary

