

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849607

<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>
Reasor's LLC		01/25/2022	Limited Liability Company: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brookshire Grocery Company		
<b>Street Address:</b>	1600 W Southwest Loop 323		
<b>City:</b>	Tyler		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75701		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4411327	REDBUD FARMS	
<b>Registration Number:</b>	3583029	REASOR'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	336-723-5180		
<b>Email:</b>	jarcher@ennsandarcher.com		
<b>Correspondent Name:</b>	Julia C. Archer		
<b>Address Line 1:</b>	939 Burke Street		
<b>Address Line 2:</b>	Suite J		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>ATTORNEY DOCKET NUMBER:</b>	Reasor's to BGC assnmt		
<b>NAME OF SUBMITTER:</b>	Julia C. Archer		
<b>SIGNATURE:</b>	/jarcher/		
<b>DATE SIGNED:</b>	10/30/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of January 25, 2022, from Reasor's LLC, an Oklahoma limited liability company ("Seller"), for the benefit of Brookshire Grocery Company, a Texas corporation ("Purchaser"). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement (as defined below).

### RECITALS

- A. Reference is made to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 1, 2021, by and among Purchaser, Seller, and Reasor's Holding Company, Inc., an Oklahoma corporation.
- B. Pursuant to the Purchase Agreement, Seller is required to assign to Purchaser all of Seller's right, title and interest in and to the trademarks and trademark registrations listed on the attached Exhibit A (the "Trademarks").
- C. Purchaser desires to obtain all of Seller's right, title and interest in the Trademarks according to the terms of this Assignment and the Purchase Agreement.

**NOW THEREFORE**, in consideration of the premises, representations, warranties, and the mutual covenants and agreements hereinafter contained and contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller, intending to be legally bound hereby, agrees as follows:

1. Conveyance of Trademarks. Seller hereby sells, assigns and transfers to Purchaser, its successors, assigns and legal representatives, and Purchaser hereby accepts and receives, Seller's entire world-wide right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for the Trademarks including all of their listed goods and services, and the right to sue for, settle or release any past, present or future infringement of the Trademarks, and obtain equitable relief of all said rights to be held and enjoyed by Purchaser for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held by Seller had this sale, assignment and transfer not been made.

2. Additional Rights and Obligations of the Parties. Seller hereby agrees and acknowledges that additional rights and obligations of the Parties and certain other parties signatory to the Purchase Agreement are expressly provided for in the Purchase Agreement, and that the execution and delivery of this Assignment shall not expand, impair, alter or diminish any of the rights, warranties, claims, remedies or obligations of any of the Parties, as set forth therein. Seller acknowledges and agrees that 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.

3. Electronic Signature. The Parties intend to treat as an original any document signed in connection with the transactions contemplated by this Assignment, including any related document, that is delivered by electronic transmission, including by facsimile, PDF, photo static copy, or otherwise.

4. Headings. The headings appearing at the beginning of sections contained herein have been inserted for identification and reference purposes and shall not be used to determine the construction or interpretation of this Assignment.

5. Governing Law. This Assignment, and all claims or causes of action (whether in contract, tort or statute) that may arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

\* \* \* \* \*

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed as of the date first written above.

**SELLER:**

**REASOR'S LLC,**  
an Oklahoma limited liability company

By:   
Name: L. Jeff Reasor  
Title: Chairman & Chief Executive Officer

**EXHIBIT A  
TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Application #</b>	<b>File Date</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Status</b>
REDBUD FARMS	US	77/899,869	12/23/2009	4,411,327	10/1/2013	REGISTERED
REASOR'S	US	77/528,630	7/22/2008	3,583,029	3/3/2009	REGISTERED