

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856597

<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>
Moran Foods, LLC		10/04/2023	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kimberly-Clark Worldwide, Inc		
<b>Street Address:</b>	2300 Winchester Road		
<b>City:</b>	Neenah		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54956		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6839663	LIV	
<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>	19207213975		
<b>Email:</b>	aimee.a.zaleski@kcc.com		
<b>Correspondent Name:</b>	Aimee A. Zaleski		
<b>Address Line 1:</b>	2300 Winchester Road		
<b>Address Line 4:</b>	Neenah, WISCONSIN 54956		
<b>NAME OF SUBMITTER:</b>	Aimee A. Zaleski		
<b>SIGNATURE:</b>	/AAZ/		
<b>DATE SIGNED:</b>	11/28/2023		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment") is made effective as of the Effective Date (defined below), by and between Moran Foods, LLC, a Missouri limited liability company ("Assignor"), and Kimberly-Clark Worldwide, Inc., a Wisconsin corporation ("Assignee") (each, a "Party" and collectively, the "Parties").

**WHEREAS**, Assignor owns all right, title, and interest in and to the LIV trademark covered by U.S. Trademark Registration No. 6,839,663 and all corresponding common law rights (the "LIV Mark");

**WHEREAS**, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the LIV Mark;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Conveyance. Assignor does hereby convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to (i) the LIV Mark, together with all goodwill therein, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals, and/or extensions thereof; (b) bring actions and recover damages for past, present, and future infringement or other violation thereof; and (c) grant licenses or other interests therein.

2. Payment. As consideration for this Assignment, Assignee will make a one-time payment to Assignor of [REDACTED] by no later than twenty (20) business days after Assignor submits an invoice for payment into Assignee's Coupa System. On or before the Effective Date, Assignor will submit requested banking and payment details into Assignee's Coupa System sufficient to enable Assignee to set up Assignor as a vendor in its Coupa System and generate a purchase order to permit submission of Assignor's invoice. Assignor is responsible for any duties, taxes, and levies to which it is subject as a result of any payment hereunder.

3. Recordation. On or after the Effective Date, Assignor hereby authorizes and requests the applicable trademark office or registrar, to record Assignee as the owner of the LIV Mark, and to issue the LIV Mark to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Subject to Paragraph 6 below, Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars to perfect its ownership of the LIV Mark. Assignor shall provide reasonable cooperation and assistance at Assignee's request to complete the recordation of this Assignment at Assignee's sole cost and expense.

4. Further Assurances; Representations. Assignor shall provide Assignee, its successors, assigns, and legal representatives, reasonable cooperation and assistance at Assignee's request and at Assignee's sole cost and expense, (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, specimens of use, assignments, powers of attorney, or other documentation) to effect, register, or maintain the rights assigned herein, including: (a) the

preparation, prosecution, maintenance, renewal, licensing, and assignment by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any opposition, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying to the fact of the assignment of rights hereunder. Assignor represents and warrants that, as of the Effective Date: (i) the LIV Mark is valid and subsisting and has been continuously used since December 20, 2019; (ii) the LIV Mark is not subject to any legal or administrative proceedings; (iii) the LIV Mark has not been alleged to infringe upon any third-party rights; and (iv) Assignor is not aware of any third-party rights that pose a potential risk to the LIV Mark. Assignor will not contest, challenge, or attack Assignee's rights to the LIV Mark.

5. Phase-Out Period. For a period of six (6) months after the Effective Date (the "Phase-Out Period"), Assignor may continue to use the LIV Mark in the same manner and for the same products of the same quality sold by Assignor under the LIV Mark as of the Effective Date. Upon expiration of the Phase-Out Period, Assignor will permanently cease all use of the LIV Mark and any confusingly similar marks, in all forms (*e.g.*, trademarks, trade names, product names, social media names, logos, and domain names) and in all media (*e.g.*, print and online materials, signage, shelf talkers, and other in-store materials).

6. Confidentiality. The terms and provisions of this Assignment shall be, and remain, strictly confidential and shall not be disclosed to any person, except: (a) as required by law or court order (pursuant to a protective order or other confidentiality protection if possible); (b) to any employee, officer, director, attorney, accountant, auditor, or potential insurer or indemnitor of any Party who has a legitimate business reason to learn of this Assignment; (c) as required by either Party to carry out its obligations under this Assignment; (d) in any action or proceeding between the Parties where the existence or terms of the Assignment are at issue; or (e) by prior written agreement of the Parties. Notwithstanding the foregoing, Assignee may redact Paragraph 2 above and record the redacted version of the Assignment with the U.S. Patent and Trademark Office for purposes of recording the assignment of the LIV Mark to Assignee.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective affiliates, related companies, successors, and assigns.

8. Construction; Entire Agreement. Both Parties participated in the negotiations regarding the drafting of this Assignment. As such, none of its provisions shall be construed against any Party. This Assignment constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and all prior agreements, negotiations, and understandings with respect to the subject matter hereof are canceled and superseded by this Assignment. This Assignment may be modified only by an instrument in writing signed by both Parties after the Effective Date. In the event that any part, term, or provision of this Assignment is declared or determined by any court or arbitrator to be invalid or unenforceable, the validity of the remaining portions of this Assignment shall not be affected and the term or condition declared to be invalid shall be severed and shall no longer be part of this Assignment.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri, USA, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out

of this Assignment will be subject to the exclusive jurisdiction of the federal or state courts located in Missouri, USA.

10. Counterparts. Both Parties represent that the person executing this Assignment on its behalf has full authority to execute this Assignment and to bind it as a Party. This Assignment may be executed in electronically transmitted counterparts.

*(remainder of this page intentionally left blank; signature(s) follow)*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and effective as of the date of the last signature below ("Effective Date").

**Moran Foods, LLC**  
By : Mark Hutchens  
Name : Mark Hutchens  
Title : cfo  
Date : 10/3/2023 | 14:42 PDT

**Kimberly-Clark Worldwide, Inc.**  
By : Tammy Strebig  
Name : Tammy Strebig  
Title : Sr. Global Procurement Manager  
Date : 10/4/2023 | 08:55 EDT