

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1212414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RRF Foods Inc.		11/08/2022	Corporation: OHIO
RECEIVING PARTY DATA			
Company Name:	Perimeter Foods, LLC		
Street Address:	113 Aileen Rd # A		
City:	Flint Hill		
State/Country:	VIRGINIA		
Postal Code:	22627		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3662632	ANNA MAE'S	
Registration Number:	2777046	MADE IN NAPA VALLEY	
Registration Number:	6817319	ROBERT ROTHSCHILD	
Registration Number:	3855685	ROBERT ROTHSCHILD FARM	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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:	5135796590		
Email:	mmusekamp@kmklaw.com		
Correspondent Name:	Mark E. Musekamp		
Address Line 1:	One East 4th Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	PE6585MA0001		
NAME OF SUBMITTER:	Mark Musekamp		
SIGNATURE:	Mark Musekamp		
DATE SIGNED:	05/06/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of November 8, 2022 is made by RRF Foods Inc. (“Assignor”), an Ohio corporation with an address of 1077 Celestial Street, Cincinnati, Ohio 45202, in favor of Perimeter Foods, LLC (“Assignee”), a Virginia limited liability company with an address of 113 Aileen Rd # A, Flint Hill, VA, 22627, the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignor and Assignee dated as of November 8, 2022 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations, trademark applications, and common law or unregistered rights in the trademarks set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the Assigned Trademarks pertains and that business is ongoing and existing;

(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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other official and/or government entity throughout the world whose duty is to register and record ownership in trademark applications or trademarks, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at

Assignee's sole cost and expense, Assignor 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, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Method of Execution. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction), other than those that would permit the application of Ohio law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

RRF FOODS INC.

DocuSigned by:
Brent Rippe
By: _____
Name: Brent Rippe
Title: Vice President

Perimeter Foods, LLC

DocuSigned by:
David MacDonald
By: _____
Name: David MacDonald
Title: President

SCHEDULE 1

Assigned Trademarks

US Trademark Registrations

Mark/Name	Application No.	Application Date	Registration No.	Registration Date
<u>ANNA MAE'S</u>	77487505	May 30, 2008	3662632	August 4, 2009
<u>MADE IN NAPA VALLEY</u>	78172952	October 10, 2002	2777046	October 21, 2003
<u>ROBERT ROTHSCHILD</u>	90450899	January 6, 2021	6817319	August 16, 2022
<u>ROBERT ROTHSCHILD FARM</u>	77816435	August 31, 2009	3855685	October 5, 2010

Canadian Trademark Registrations

Mark/Name	Application No.	Application Date	Registration No.	Registration Date
<u>GAMEDAY GOURMET</u>	1442560	June 23, 2009	TMA829031	August 2, 2012
<u>GAMEDAY</u>	1435227	April 21, 2009	TMA823490	May 7, 2012
<u>ROBERT ROTHSCHILD FARM</u>	1452761	September 23, 2009	TMA806128	September 7, 2011

<u>ANNA MAE'S</u>	1419946	November 28, 2008	TMA773680	August 4, 2010

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