

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rose Packing Company, Inc.		04/05/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	OSI Industries, LLC		
Street Address:	1225 Corporate Boulevard		
Internal Address:	Suite 300		
City:	Aurora		
State/Country:	ILLINOIS		
Postal Code:	60505		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5431134	R ROSE EST. 1924 NESW	
Registration Number:	5202694	ROSE	
Registration Number:	2808945	ROSE	
Registration Number:	4901378	GOOD MORNING SUNRISE	
Registration Number:	4813535	51ST STREET GRILL	
Registration Number:	3920774	HACIENDA DE ROSA	
Registration Number:	2360424	DAISY ROSE	
Registration Number:	2230561	NORTHWOODS BRAND	
Registration Number:	1743374	MILL ROSE FARM	
Registration Number:	1554905	R	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	anne.pearlman@arnoldporter.com, cassandra.urbany@arnoldporter.com		
Correspondent Name:	Anne W. Pearlman (Arnold & Porter)		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 4:	Washington, D.C. 20001		

OP \$265.00 5431134

ATTORNEY DOCKET NUMBER:	1046257.00019
NAME OF SUBMITTER:	Anne W. Pearlman
SIGNATURE:	/anne w. pearlman/
DATE SIGNED:	04/09/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is effective as of April 5, 2019 (“Effective Date”), by and between Rose Packing Company, Inc., an Illinois corporation (“Assignor”), and OSI Industries, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 5, 2019, by and among Assignor, Ridgeway Enterprises, Inc., an Illinois corporation, and Assignee (the “Purchase Agreement”), Assignor has agreed to assign or cause to be assigned to Assignee all of Assignor’s right, title and interest in and to certain intellectual property.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for the other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. For purposes of this Assignment, “Assigned Intellectual Property” shall mean and include all of Assignor’s right, title, and interest in and to the Acquired Intellectual Property (as defined in the Purchase Agreement).

2. Assignor hereby grants, conveys and assigns to Assignee, by execution hereof, the Assigned Intellectual Property, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing.

3. Assignor further grants, conveys and assigns to Assignee all right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement or misappropriation of any of the Assigned Intellectual Property.

4. Assignor further grants, assigns and conveys to Assignee, all of Assignor’s right, title and interest in and to all trademarks, logos, designs, trademark applications and registrations (together with the goodwill of the business symbolized by such trademarks, logos, designs, trademark applications and registrations), domain names, internet properties, and registrations and applications therefore, that Assignor may own or have acquired rights in, anywhere in the world, to the extent included within the Assigned Intellectual Property listed on Schedule A hereto.

5. Assignor agrees to provide further assistance to Assignee and execute any additional documents necessary to record this Assignment to reflect Assignee as the owner in any trademark office or other governmental agency anywhere in the world.

6. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), and all such counterparts taken together will constitute one and the same instrument.

7. This Assignment and any disputes under this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other

jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

8. This Assignment is subject to the terms and conditions of the Purchase Agreement, and nothing contained in this Assignment is intended to modify any of the provisions of the Purchase Agreement. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be duly executed and delivered as of the date above first written.

Rose Packing Company, Inc.

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF ILLINOIS)
 :SS:
COUNTY OF)

On _____, 2019, before me, the undersigned, personally appeared

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

OSI Industries, LLC

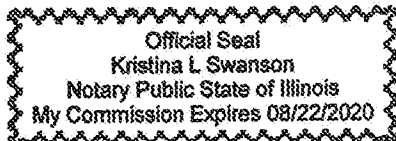
By: *David G. McDonald*
Name: David G. McDonald
Title: President & Chief Operating Officer

ACKNOWLEDGMENT

STATE OF ILLINOIS)
 :SS:
COUNTY OF *Kane*)

On *April 3*, 2019, before me, the undersigned, personally appeared
David G. McDonald

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Kristina L. Swanson
(signature and office of individual taking acknowledgment)

[Signature Page to Intellectual Property Assignment]

Schedule A

Assigned Intellectual Property

Trademarks

Mark	Country	Owner	Serial No./Reg. No.	Reg. Date	Class
R ROSE EST. 1924 NESW	United States	Rose Packing Company, Inc.	87336952/5431134	3/27/2018	IC 029 US 046; IC 030 US 046
ROSE	United States	Rose Packing Company, Inc.	86839908/5202694	5/16/2017	IC 029 US 046; IC 030 US 046
ROSE	United States	Rose Packing Company, Inc.	75896897/2808945	1/27/2004	IC 029 US 046
GOOD MORNING SUNSHINE and Design	United States	Rose Packing Company, Inc.	86689262/4901378	2/16/2016	IC 029 US 046
51ST STREET GRILL	United States	Rose Packing Company, Inc.	86125908/4813535	9/15/2015	IC 029 US 046
HACIENDA DE ROSA and Design	United States	Rose Packing Company, Inc.	77845182/3920774	2/15/2011	IC 029 US 046; IC 030 US 046
DAISY ROSE	United States	Rose Packing Company, Inc.	75811858/2360424	6/20/2000	IC 029 US 046
NORTHWOODS BRAND and Design	United States	Rose Packing Company, Inc.	75419791/2230561	3/9/1999	IC 029 US 046
MILL ROSE FARM	United States	Rose Packing Company, Inc.	74129825/1743374	12/29/1992	IC 029 US 046
R AND COMPASS Design	United States	Rose Packing Company, Inc.	73767782/1554905	9/5/1989	IC 029 US 046
HACIENDA DE ROSA and Design	Japan	Rose Packing Company, Inc.	2010 -24202/ 5352182	9/10/2010	IC 029, IC 030
HACIENDA DE ROSA and Design	Hong Kong	Rose Packing Company, Inc.	301564164/301564164	03/16/2010	IC 029, IC 030
HACIENDA DE ROSA and Design	Singapore	Rose Packing Company, Inc.	T10/03143D / T10/03143D	03/17/2010	IC 029, IC 030
HACIENDA DE ROSA and Design	Taiwan	Rose Packing Company, Inc.	099011776/01447962	01/01/2011	IC 029, IC 030
ROSE	Taiwan	Rose Packing Company, Inc.	090043789/01038131	03/16/2003	IC 029
ROSE'S (stylized)	Taiwan	Rose Packing Company, Inc.	090043790/01017817	10/01/2002	IC 029

Domain Names

<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration</u>
rosepacking.com	Bulk Register/Hover	05/10/20
rosepackingcompany.com	Solution Systems, Inc.	07/31/19
millrosefarm.com	GoDaddy	02/13/21
millrosefarms.com	GoDaddy	02/13/21