

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gather Foods LLC		10/21/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Garnea, LLC		
Street Address:	1403 Martin Luther King Jr. Industrial Boulevard		
City:	Lockhart		
State/Country:	TEXAS		
Postal Code:	78644		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5391922	THUNDERKIDS	
Registration Number:	5395116	THUNDERBIRD REAL FOOD BARS	
Registration Number:	5385521	THUNDERBIRD	
CORRESPONDENCE DATA			
Fax Number:	5123912117		
<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:	5122362077		
Email:	rdewanipdocket@jw.com		
Correspondent Name:	JACKSON WALKER L.L.P.		
Address Line 1:	100 CONGRESS AVE., SUITE 1100		
Address Line 4:	AUSTIN, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	156754.00003		
NAME OF SUBMITTER:	Jennifer Ervin		
SIGNATURE:	/jennifer ervin/		
DATE SIGNED:	10/21/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“*Trademark Assignment*”), dated as of October 21, 2022, is made by Gather Foods LLC, a Texas limited liability company (“**Seller**”), located at 4123 Riley Street, Houston, Texas 77005, in favor of Garnea, LLC, a Texas limited liability company (“**Buyer**”), located at 1403 Martin Luther King Jr. Industrial Boulevard, Lockhart, Texas 78644.

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement dated as of the date hereof (the “*APA*”), pursuant to which Seller has conveyed, transferred and assigned to Buyer, among other assets, all Seller Owned Intellectual Property (as defined in the APA), and Seller has agreed to execute and deliver this Trademark Assignment, for recording with Governmental Authorities, including, but not limited to, the US Patent and Trademark Office. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the APA.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the APA, the consideration stipulated in the APA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) All trademarks (both registered and at common law) owned by Assignor, including but not limited to the trademark registrations set forth in Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller 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 Actions, with respect to any of the foregoing, whether accruing before, on and/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. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the

execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA 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 APA and the terms hereof, the terms of the APA shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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 a signed original 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

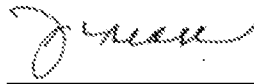
[SIGNATURE PAGE FOLLOWS]

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

Gather Foods LLC

By: _____
Name: Cameron D Smith
Title: Manager

Garnea, LLC

By:  _____
Name: Deborah Nease
Title: Manager

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

Gather Foods LLC

By: 
Name: Cameron D Smith
Title: Manager

Garnea, LLC

By: _____
Name: Deborah Nease
Title: Manager

Signature page to Trademark Assignment Agreement

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	U.S. Registration Number	Registration Date
THUNDERKIDS	5391922	January 30, 2018
THUNDERBIRD REAL FOOD BARS & Design	5395116	February 6, 2018
THUNDERBIRD	5385521	January 23, 2018