

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS 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>
Aristide & Co Antiquaire de Marques		03/15/2011	LIMITED LIABILITY COMPANY: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bay Bread LLC		
<b>Street Address:</b>	2325 Pine Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94115		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85255256	LOMBART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)591-1400		
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Kimberly Eckhart, c/o Winston & Strawn		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 2:</b>	Suite 3900		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-5894		
<b>ATTORNEY DOCKET NUMBER:</b>	250815.01002		
<b>NAME OF SUBMITTER:</b>	Sandra L. Owen		
<b>Signature:</b>	/Sandra L. Owen/		

CH \$40.00 85255256

Date:

09/13/2011

**Total Attachments: 10**

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## TRADEMARK ASSIGNMENT LOMBART

This Trademark Assignment (the "Assignment") is made and effective as of March 15, 2011 ("Effective Date") by and between ARISTIDE & CO ANTIQUAIRE DE MARQUES (the "Assignor"), based at 57 rue d'Amsterdam 75008 Paris FRANCE and Bay Bread LLC (the "Assignee"), based at 2325 Pine Street, San Francisco, CA 94115, UNITED STATES OF AMERICA. The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties".

### RECITALS

WHEREAS, Assignor is the legal owner of the trademarks and other intellectual property as described in Schedule 1 attached hereto and made a part hereof (collectively, the "Marks"); and

WHEREAS, Assignor desires to transfer and assign to Assignee all of its right, title, and interest in and to the Marks; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Marks; and

WHEREAS, each party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. ASSIGNMENT OF MARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Marks referred to in Schedule 1 hereto;
- (b) the worldwide registrations and applications for registrations of each such Mark;

- (c) all common law rights in, to, and under the Marks;
- (d) all rights and obligations under any license agreement governing use of the Marks;
- (e) the goodwill of the business connected with and symbolized by each such Mark;
- (f) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and
- (g) all rights to sue and recover damages or other compensation for past, present, and future infringements or misappropriations of the Marks.

## **2. CONSIDERATION.**

As consideration for the assignment of the Marks and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of Twenty two Thousand Euros (22,000 € approximately \$ 30,580), to be paid within fifteen (15) days of the Effective Date (the "Consideration") in the form of a wire transfer to the Assignor's Bank as follows:

Bank Name: Banque Palatine  
RIB: 40978 00045 0401924N001 24  
IBAN: FR79 4097 8000 4504 0192 4N00 124  
BIC: BSPFFRPPXXX

If payment is not received by the Assignor within fifteen days of the effective date, this Trademark Assignment will become void.

## **3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.**

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment of the Marks as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) the Marks are the only trademarks owned by Assignor consisting of or including the words as shown in Section 1 of the Marks ;

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### **4 ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.**

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### **5 NO EARLY ASSIGNMENT.**

The Assignee agrees not to assign or otherwise encumber its rights in and to the Marks and/or any associated trademark registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

## **6 REGISTRATION AND FEES**

The Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks. The Assignor will provide the Assignee with a complete copy of all documentation (in any format) necessary for the recordation of the Marks and to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignee will bear all costs for the assignment recordation, which include, where applicable, the fees required for notarization, official issuance and certification or the like of the documents to be forwarded to Assignee by Assignor.

The Assignor will also, on request:

- a. execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in France and in the USA;
- b. generally do all other lawful acts reasonable and necessary to record the Assignment in France and in the USA.

## **7 NO FURTHER USE OF MARKS.**

After the Effective Date, the Assignor agrees to make no further use of the Marks or any marks confusingly similar thereto, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

## **8 SUCCESSORS AND ASSIGNS.**

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

#### **9 NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **10 GOVERNING LAW.**

This Assignment shall be governed by the laws of the country of France.

#### **11 COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

#### **12 ENTIRE ASSIGNMENT.**

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

**ASSIGNOR**

ARISTIDE & CO ANTIQUAIRE DES MARQUES

F DELAFOSSE

Name: Frederic Delafosse

Title: Co President

A handwritten signature in cursive script, appearing to read "F. Delafosse", is written over a horizontal line.


**ASSIGNEE**

BAY BREAD LLC

By:

Name: Pascal Rigo

Title: Managing Director

A handwritten signature in cursive script, appearing to read "Pascal Rigo", is written over a horizontal line.

**SCHEDULE 1**

**LIST OF TRADEMARKS**

<b>Trademark</b>	<b>Registration / Application Number</b>	<b>Country</b>
LOMBART	03167815	France
LOMBART	85255256	United States of America

1. French trademark Registration No.03167815 "LOMBART"

**Marque : LOMBART**

**Classification de Nice : 16 ; 29 ; 30**

**Produits et services**

- - Cacao, café, thé, sucre et succédanés du sucre ; chocolats ; riz, tapioca, sagou ; farines et préparations faites de céréales, pain, pâtisserie et confiserie, glaces comestibles ; miel, sirop de mélasse ; sauces (condiments) ; épices. - &Elig;ufs, lait et produits laitiers ; huiles et graisses comestibles ; confitures et compotes ; fruits et légumes conservés, séchés et cuits. - Papier, carton et produits de l'imprimerie ; papier d'emballage ; sacs, sachets et feuilles d'emballage en papier ou en matières plastiques.

**Mandataire : DELAFOSSE FREDERIC, 23 bis RUE LEGENDRE, 75017 PARIS, FR**

**Numéro : 3167815**

**Statut : Marque enregistrée**

**Date de dépôt / Enregistrement : 2002-06-06**

**Lieu de dépôt : INPI PARIS**

**Inscription**

- Transmission totale de propriété no 390478 du 2004-04-13 (BOPI 2004-20) Bénéficiaire: ARISTIDE & CO ANTIQUAIRE DE MARQUES

**Historique**

- Publication 2002-07-12 (BOPI 2002-28)
- Enregistrement sans modification (BOPI 2002-45)

2 Trademark application LOMBART for the USA N°85255256

**MARK INFORMATION**

\*STANDARD CHARACTERS YES

USPTO-GENERATED IMAGE YES

LITERAL ELEMENT LOMBART

\*MARK STATEMENT The mark consists of standard characters, without claim to any particular font, style, size, or color.

**APPLICANT INFORMATION**

\*OWNER OF MARK ARISTIDE & Co ANTIQUAIRE DE MARQUES

\*STREET 57 rue d'Amsterdam

\*CITY Paris

\*COUNTRY France

\*ZIP/POSTAL CODE

(Required for U.S. 75008 applicants only)

**LEGAL ENTITY INFORMATION**

\*TYPE LIMITED LIABILITY COMPANY

\* STATE/COUNTRY France

WHERE LEGALLY  
ORGANIZED

SERIAL NUMBER 85255256

DATE OF FILING 03 02 2011

GOODS AND/OR SERVICES AND BASIS INFORMATION

\*INTERNATIONAL  
CLASS 030

IDENTIFICATION

Beverages made of tea; Beverages with a chocolate base;  
Biscuits and bread; Caramels; Chocolate; Chocolate bars;  
Chocolate confections; Chocolate covered cookies; Chocolate  
food beverages not being dairy-based or vegetable based;  
Chocolate for confectionery and bread; Chocolate mousse;  
Chocolate pastes; Chocolate powder; Chocolate sauce;  
Chocolate-based beverages with milk; Coffee; Coffee; Coffee  
beverages with milk; Edible ices; Edible spices; Filled  
chocolate; Hot chocolate; Pralines; Snack foods, namely,  
chocolate-based snack foods; Sweets; Tea; Tea-based  
beverages

3 All relevant documentation on LOMBART (digital and original)