

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McCain Foods USA, Inc.		10/31/2014	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Dr. Oetker USA, LLC		
Street Address:	10,000 Midlantic Drive, Suite 107W		
City:	Mount Laurel		
State/Country:	NEW JERSEY		
Postal Code:	08054		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85795508	A PIE APART	
Registration Number:	1099747	ELLIO'S	
CORRESPONDENCE DATA			
Fax Number:	2157512205		
<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:	215-751-2357		
Email:	trademarks@schnader.com		
Correspondent Name:	Joan T. Kluger		
Address Line 1:	1600 Market Street, Suite 3600		
Address Line 2:	Schnader Harrison Segal & Lewis LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	308987-0010		
NAME OF SUBMITTER:	Kimberly Ann Bittinger		
SIGNATURE:	/Kimberly Ann Bittinger/		
DATE SIGNED:	11/03/2014		
Total Attachments: 4			
source=McCain Foods USA to Dr. Oetker USA, LLC. - Confirmatory Assignment of US Trademarks#page1.tif			
source=McCain Foods USA to Dr. Oetker USA, LLC. - Confirmatory Assignment of US Trademarks#page2.tif			
source=McCain Foods USA to Dr. Oetker USA, LLC. - Confirmatory Assignment of US Trademarks#page3.tif			
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TRADEMARK

CONFIRMATORY ASSIGNMENT OF UNITED STATES TRADEMARKS

This CONFIRMATORY ASSIGNMENT OF TRADEMARKS (the “**TM Assignment Agreement**”) is made as of October 31, 2014 (the “**Effective Date**”) by McCAIN FOODS USA, INC., a corporation existing under the laws of Maine, with an office at 2275 Cabot Drive, Lisle, Illinois 60532-3653 (“**Assignor**”), in favor of DR. OETKER USA, LLC, a limited liability company existing under the laws of the State of Delaware with an office at 10,000 Midlantic Drive, Suite 107W, Mount Laurel, New Jersey 08054 (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into an asset purchase agreement dated as of August 15, 2014, as amended by an amending agreement dated as of October 31, 2014 (the “**Asset Purchase Agreement**”);

WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase, acquire and accept, all of the Assignor’s right, title and interest in and to the registered trademarks listed on Schedule “A” hereto (the “**Trademarks**”), and such Trademarks were so assigned by way of a General Conveyance and Assumption of Liabilities Agreement dated as of the date hereof;

NOW, THEREFORE, for the consideration set out in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Capitalized terms used but not otherwise defined herein which are defined in the Asset Purchase Agreement shall have the respective meanings ascribed to such terms therein.

2. Without limiting the generality of the terms of the Asset Purchase Agreement, Assignor confirms that it has sold, transferred, conveyed, assigned and delivered unto Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with all associated goodwill, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor that took place prior to the date of this assignment and the right to oppose any application to register a trademark which may be confusingly similar to any of the Trademarks.

3. Assignor hereby authorizes the United States Patent and Trademark Office to record the transfer of ownership of the Trademarks to Assignee, or otherwise as Assignee may direct.

4. The terms and covenants of this TM Assignment Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

5. This TM Assignment Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this TM Assignment Agreement to be duly executed and delivered by its duly authorized representatives as of October 31, 2014.

MCCAIN FOODS USA, INC.

by Frank D. Hume
Name: Frank D. Hume
Title: President

by _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has caused this TM Assignment Agreement to be duly executed and delivered by its duly authorized representatives as of October 31, 2014.

MCCAIN FOODS USA, INC.

by _____

Name:

Title:

by Michael J. Campbell

Name: Michael J. Campbell

Title: Vice President, General Counsel
& Secretary

Schedule "A"

United States Registered Trademark and Pending Application

Trademark	Registration/Serial Number
A PIE APART	Serial No. 85795508
ELLIO'S	Registration No. 1099747

Tot#: 3139001.2