

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM326651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schratter Foods Incorporated		11/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bongrain SA		
Street Address:	42, rue Rieussec		
City:	Viroflay F-78220		
State/Country:	FRANCE		
Entity Type:	société anonyme: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	73276980	CHAUMES	
Serial Number:	73277041	SAINT ALBRAY	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W. ; Attn:TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	100010-0027		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
SIGNATURE:	/Catherine R. Howell/		
DATE SIGNED:	12/18/2014		
Total Attachments: 5			
source=SchratterFoods-BongrainSA-TrademarkAssignmentAgr#page1.tif			
source=SchratterFoods-BongrainSA-TrademarkAssignmentAgr#page2.tif			
source=SchratterFoods-BongrainSA-TrademarkAssignmentAgr#page3.tif			
source=SchratterFoods-BongrainSA-TrademarkAssignmentAgr#page4.tif			
source=SchratterFoods-BongrainSA-TrademarkAssignmentAgr#page5.tif			

TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of November 28, 2014 (the "Effective Date"), by and between Schratter Foods Incorporated, a Delaware corporation with an address of 333 Fairfield Avenue, Fairfield, New Jersey 07004, USA ("Assignor"), and Bongrain SA, a French société anonyme with an address of 42, rue Rieussec Viroflay F-78220, France ("Assignee").

RECITALS

- A. Assignor is the owner of the Assigned Trademarks.
- B. Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest of Assignor in, to and under the Assigned Trademarks, together with all of Assignor's common law rights and the goodwill associated with the use of and symbolized by such Assigned Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions.

1.1 "Assigned Trademarks" means Trademarks listed on Schedule A, the registrations and applications therefore, any common law rights associated therewith, and all other Trademarks and rights owned by Assignor as of the Effective Date and used exclusively with the brands listed on Schedule A.

1.2 "Trademarks" means all trademarks, service marks, trade dress, brand names, certification marks, logos, slogans, rights in designs, industrial designs, corporate names, trade names, business names, geographic indications and other designations of source, origin sponsorship, endorsement or certification, together with the goodwill associated with any of the foregoing, in each case whether registered or unregistered, and all applications and registrations thereof.

2. **Conveyance and Acceptance.** Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Assigned Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse or other violation of the Assigned Trademarks, and all goodwill associated with and symbolized by the use of the Assigned Trademarks and the business associated with the Assigned Trademarks, and

Assignee hereby purchases, takes delivery of and acquires such Assigned Trademarks and accepts such sale, transfer, conveyance and assignment.

3. **Further Assurances.** Assignor agrees to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Agreement including, without limitation, signing all papers and documents, such as confirmatory assignments suitable for recording at trademark offices around the world, taking all lawful oaths, and doing all acts necessary or required to be done for the effective transfer, procurement, maintenance, enforcement and defense of the Assigned Trademarks.

4. **Miscellaneous.**

4.1 Governing Law; Choice of Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the city of Wilmington and county of New Castle, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

4.2 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties and their successors and permitted assigns.

4.3 Counterparts; Execution. This Agreement 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 Agreement 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 Agreement. The person signing below represents that they are duly authorized to execute this Agreement for and on behalf of the party for whom they are signing.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment Agreement, as of the Effective Date.

SCHRATTER FOODS INCORPORATED

By: 

Name: Armin Voss

Title: President / CEO

SCHEDULE A

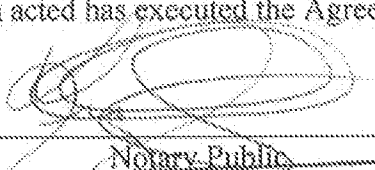
ASSIGNED TRADEMARKS

Trademark	Country	Application Number	Registration Number
CHAUMES	United States	73/276,980	1,222,763
SAINT ALBRAY	United States	73/277,041	1,275,373

STATE OF New Jersey)
)
COUNTY OF Passaic)

ss.

On this 10th day of December, there appeared before me
ALAN UDSS, personally known to me to be the person whose name is
subscribed to the foregoing Agreement and acknowledged to me that he/she executed the
foregoing Agreement in his/her authorized capacity and that by his/her signature on the
Agreement the entity on behalf of which the person acted has executed the Agreement.



Notary Public

LIGIA Y. TEJADA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXP. OCT. 2, 2018