

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dawn's Foods, Inc.		12/29/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Lipari Foods Operating Company, LLC		
Street Address:	26661 Bunert Road		
City:	Warren		
State/Country:	MICHIGAN		
Postal Code:	48089		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86059586	DAWN'S FRESH FOODS	
Registration Number:	4342269	DAWNS	
Registration Number:	1966613	DAWNS	
CORRESPONDENCE DATA			
Fax Number:	2486894071		
<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:	stevens@reising.com		
Correspondent Name:	James D. Stevens		
Address Line 1:	755 W. Big Beaver Rd., Suite 1850		
Address Line 2:	P.O. Box 4390		
Address Line 4:	Troy, MICHIGAN 48099-4390		
NAME OF SUBMITTER:	James D. Stevens, Reg. No. 35691		
SIGNATURE:	/James D. Stevens/		
DATE SIGNED:	02/18/2015		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**IP Assignment**”), dated as of December __ 2014, is made by Soderholm Wholesale Foods, Inc., a Wisconsin corporation (“**Wholesale**”), Soderholm Transportation, LLC, a Wisconsin limited liability company (“**Transportation**”), Dawn’s Foods, Inc., a Wisconsin corporation (“**Dawn**” and, together with Wholesale and Transportation, “**Sellers**”), each located at 1100 Wilburn Road, Sun Prairie, WI 53590, in favor of Lipari Foods Operating Company, LLC, a Delaware limited liability company (“**Buyer**”), located at 26661 Bunert Road, Warren, MI 48089, the purchaser of certain assets of each Seller pursuant to the Asset Purchase Agreement by and among each of the stockholders of Wholesale, each of the members of Transportation, each of the stockholders of Dawn, Sellers and Buyer, dated as of the date hereof (the “**Asset Purchase Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, each Seller has conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual Property Assets of such Seller, and has agreed to execute and deliver this IP Assignment for recording with any registrar of intellectual property rights, including without limitation the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, each Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Seller's right, title and interest in and to the following:

(a) all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin owned by Seller, including, by way of non-limiting example, the trademarks listed in Schedule 1 hereto (the “**Marks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Marks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of

Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs owned or controlled by Seller, including, by way of non-limiting example, the domain names and accounts set forth on Schedule 2 hereto;

(c) all published and unpublished works of authorship owned by Seller including all copyright rights therein and all industrial designs, industrial models, and proprietary design and including, by way of non-limiting example, the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (collectively, the "Works"), including without limitation (i) the entirety of all common law and statutory copyrights in the Works; (ii) all copyright registrations or copyright applications covering the Works, and all renewals and extensions thereof; (iii) all rights of reproduction in any and all media based upon the Works; (iv) all rights to prepare any derivative works based on the Works; (v) all rights to distribute (including, without limitation, distribute electronically) copies of the Works in any and all media to the public by sale or other transfer of ownership or by rental, lease, or lending; and (vi) all rights to display in any and all media and perform the Works publicly;

(d) 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;

(e) 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

(f) any and all claims and causes of action, 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. Each Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, each Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto.

3. Moral Rights. Buyer and its successor(s), as owner of the Works, may use the Works for any lawful purpose without restriction, and each Seller waives any and all moral rights such Seller had, has or may have in or to the Works in the United States of America and all other countries, including, without limitation, any rights such Seller may have under 17 U.S.C. § 106A or any other law, rule or regulation in any jurisdiction.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This IP 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 IP Assignment 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 IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**SODERHOLM WHOLESALE
FOODS, INC.**

By: Jay Soderholm
Name: JAY SODERHOLM
Title: PRESIDENT

Address for Notices:
1100 Wilburn Road
Sun Prairie, WI 53590

**SODERHOLM
TRANSPORTATION, LLC**

By: Jay Soderholm
Name: JAY SODERHOLM
Title: PRESIDENT

Address for Notices:
1100 Wilburn Road
Sun Prairie, WI 53590

DAWN'S FOODS, INC.

By: Jay Soderholm
Name: JAY SODERHOLM
Title: PRESIDENT

Address for Notices:
1100 Wilburn Road
Sun Prairie, WI 53590

AGREED TO AND ACCEPTED:

**LIPARI FOODS OPERATING
COMPANY, LLC**

By: [Signature]
Name:
Title:

Address for Notices:

26661 Bunert Road
Warren, MY 48089

SCHEDULES

SCHEDULE 1

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK
APPLICATIONS**

SCHEDULE 2

ASSIGNED DOMAIN NAMES AND ACCOUNTS

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. Application Ser. No. 86/059,586:



IC 029: potato salad, artificial crab salad, chicken salad, tuna salad, egg salad, ham salad, coleslaw, bean salads, vegetable salads, vegetable dips, dips for potato chips, seafood dips, dairy-based spreads, vegetable-based spreads, meat-based spreads.

IC 030: pasta salads.

Upon filing a federal Trademark application last year for a new Dawn's logo, two parties filed notices to extend the time for filing an opposition: (1) Dawn Foods, Inc. ("Dawn"; an unrelated entity); and (2) Georgifred Company. Only the Trademark registration is at issue and, if claims are pursued, the Trademark Trial & Appeal Board will decide whether Dawn's can place the Trademark registration on the new logo. Letters were exchanged with counsel for Dawn resulting in an amended Trademark application to remove "dessert puddings" from the list of goods covered by the Dawn's application. Dawn's did not agree to cease using the Trademark in association with dessert puddings. Counsel for Dawn responded stating Dawn wanted to execute a settlement agreement in which Dawn's agreed to stop using the new logo in association with dessert puddings. Dawn's did not respond to the request for a settlement agreement and Dawn has not pursued the matter. Georgifred Company submitted a Notice of Opposition to the Trademark on December 9, 2014. Dawn's has until January 18, 2015, to file an Answer. Dawn's filed a request for an automatic extension to file an Answer until February 18, 2015.

2. Trademark Registration No. 4,342,269:

DAWNS (word mark)

IC 029: food products, namely cole slaw, bean salad, potato salad, cucumber salad, German potato salad, sour cream chip dip, tuna salad, chicken salad, and vegetable salad.

3. Trademark Registration No. 1,966,613:



IC 029: food products, namely cole slaw, bean salad, potato salad, cucumber salad, German potato salad, sour cream chip dip, tuna salad, chicken salad, and vegetable salad.

IC 030: MACARONI SALAD, PASTA SALAD, PUDDINGS AND SWEETENED, FLAVORED GELATINS.

SCHEDULE 2

ASSIGNED DOMAIN NAMES AND ACCOUNTS

1. www.soderholmfoods.com
2. www.dawnsfoodsinc.com

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE.