

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339747

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:	BC-USA, Inc.		
Street Address:	300 Martin Luther King Blvd.		
Internal Address:	Suite B		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86397119		
Serial Number:	86397114	ILE DE FRANCE	
Serial Number:	85662750	THE CHEESE ALLIANCE	
Registration Number:	3410235	ILE DE FRANCE	
Registration Number:	3406454	ILE DE FRANCE	
Registration Number:	2889191	COUR ROYALE	
Registration Number:	1449916	DOUX DE MONTAGNE	
Registration Number:	1222762	DOUX DE-MONTAGNE	
Registration Number:	1143540		
Registration Number:	0977808		
Registration Number:	0985596	ILE DE FRANCE	
Registration Number:	0303224	ILE DE FRANCE	
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:	2027395093		
Email:	fgordon@morganlewis.com		

CH \$315.00 86397119

Correspondent Name: Kristin H. Altoff
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	100010-00-0010
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	04/29/2015

Total Attachments: 6

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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 ("Assignor"), and BC-USA, Inc., a Delaware corporation with an address of 300 Martin Luther King Blvd., Suite B, Wilmington, Delaware 19801 ("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: ALAIN KOSS

Title: PRESIDENT / C.E.O.

BC-USA, INC.

By: 

Name: LEWIS GITLIN

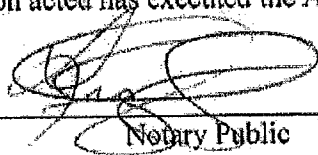
Title: CORP SELY

STATE OF New Jersey)

COUNTY OF PASSAIC)

ss.

On this 10th day of December, there appeared before me
ALAN VOSS, 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

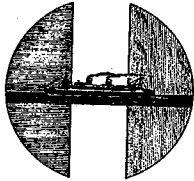


LIGIA Y. TEJADA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXP. OCT. 2, 2016

SCHEDULE A

ASSIGNED TRADEMARKS

Redacted

Trademark	Country	Application Number	Registration Number
	United States	86/397,119	
	United States	86/397,114	
	United States	85/662,750	
	United States	78/291,729	3,410,235
	United States	78/287,200	3,406,454
COUR ROYALE	United States	78/286,626	2,889,191
DOUX DE MONTAGNE	United States	73/600,191	1,449,916

Trademark	Country	Application Number	Registration Number
DOUX DE-MONTAGNE	United States	73/276,972	1,222,762
	United States	73/039,490	1,143,540
	United States	72/441,607	0,977,808
ILE DE FRANCE	United States	72/441,740	0,985,596
	United States	71/330,310	0,303,224