

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347367

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900330032		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lipari Foods Operating Company LLC		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morski Brands, Inc.		
Street Address:	1530 LaDawn Dr.		
City:	Portage		
State/Country:	WISCONSIN		
Postal Code:	53901		
Entity Type:	CORPORATION: WISCONSIN		
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:	3123680111		
<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:	3123680100		
Email:	nremien@lgattorneys.com		
Correspondent Name:	Natalie A. Remien		
Address Line 1:	180 N. LaSalle St		
Address Line 2:	Suite 3200		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Natalie A. Remien		
SIGNATURE:	/nar/		
DATE SIGNED:	07/09/2015		
Total Attachments: 4			
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TRANSFER OF RECIPES, TRADENAME AND TRADEMARKS

THIS TRANSFER AGREEMENT is made as of the 29th day of May, 2015, by and between **LIPARI FOODS OPERATING COMPANY, LLC**, a Delaware limited liability company (sometimes "Lipari" and sometimes "Grantor") and **MORSKI BRANDS, INC.**, a Wisconsin corporation (sometimes "Morski" and sometimes "Grantee").

WITNESSETH:

WHEREAS, Lipari acquired substantially all assets of Dawn's Foods, Inc. ("Dawn's"), as part of a larger acquisition transaction on December 29, 2015;

WHEREAS, Dawn's is a food manufacturing and processing business (the "Dawn's Business") which creates, packages and distributes foodstuffs consisting of various wet salads and various dips which are sold on a wholesale basis to various distributors and food brokers nationwide;

WHEREAS, Morski Brands, Inc. has acquired the Dawn's Business and operating assets from Lipari Foods Operating Company, LLC on even date herewith, including certain recipes and formulas, any and all rights in the tradename, "Dawn's Foods" and any and all related trademarks, pursuant to that certain Asset Purchase Agreement dated May 29, 2015;

WHEREAS, Lipari is the owner and holder of all recipes and formulas for those food products related to foods manufactured and processed by the Dawn's Business in the ordinary course of its operations (collectively, the "Trade Secret Recipes");

WHEREAS, Lipari since its acquisition of the Dawn's Business on December 29, 2015 has marketed, sold and distributed wet salads and dips produced by the Dawn's Business under the private label tradename "Dawn's Foods".

WHEREAS, the tradename "Dawn's Foods" and all related trademarks are herein collectively referred to as the "Trademark Rights"; and

WHEREAS, it is the desire of the parties hereto that Grantor assign all of Grantor's right, title and interest in and to the Trade Secret Recipes and Trademark Rights to Grantee and that Grantee accept such assignment and assume the Agreements under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, **IT IS AGREED AS FOLLOWS:**

SECTION ONE ASSIGNMENT

In consideration of purchasing all of the business assets of Dawn's, on even date herewith, including the Trade Secret Recipes and Trademark Rights from Grantor, Grantor does hereby sell, convey and transfer to Grantee all of the following: All right, title and interest in the Trade Secret Recipes and Trademark Rights (to the extent owned and assignable by Grantor), along with all goodwill associated therewith.

SECTION TWO GRANTOR'S WARRANTY

Grantor warrants and represents to Grantee that:

- (1) On December 29, 2014, Dawn's Foods, Inc. assigned to Grantor all of its right, title and interest in and to the Trademark Rights.
- (2) Grantor has full power and authority to execute and deliver this Agreement;
- (3) Grantor has no written notice of any suits or actions commenced or threatened against Grantor, or written notice of claims asserted or threatened against Grantor, with reference to the Trade Secret Recipes or Trademark Rights and the interests granted herein; and
- (4) The Trade Secret Recipes and Trademark Rights and all interests therein are so transferred free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

SECTION THREE USE OF TRADE SECRET RECIPES AND TRADEMARKS

Grantee, as owner of the Trade Secret Recipes and Trademarks, shall have the exclusive right to use the Trade Secret Recipes and Trademarks and grant licenses with respect thereto. Grantor shall have no right to issue any exclusive or nonexclusive license with respect thereto, or assign, pledge, or otherwise transfer any interest in the Trade Secret Recipes and Trademark Rights to any other person.

SECTION FOUR GRANTEE'S RIGHTS

In order to perfect the transfer of the Trade Secret Recipes and Trademarks to Grantee, Grantor hereby authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in Grantee's sole discretion, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on and/or file of record, all assignments, applications, documents

papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Trade Secret Recipes and Trademarks. Grantee shall provide Grantor a copy of any such document for review prior to submitting such document to a third party.

SECTION FIVE FEES, COSTS AND EXPENSES

Any and all fees, costs, and expenses, including reasonable attorney fees and expenses incurred by Grantee in connection with the preparation, modification, enforcement, or termination of this Agreement and all other documents relating hereto and to the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, any taxes, counsel fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Trade Secret Recipes and/or the Trademark Rights, shall be paid by Grantee.

SECTION SIX SUIT TO ENFORCE TRADE SECRET RECIPES AND TRADEMARK RIGHTS

Grantee shall have the right, without the prior written consent of Grantor, to bring suit in Grantee's own name to enforce its rights in the Trade Secret Recipes and Trademark Rights, in which case Grantor may, at Grantee's option and Grantee's expense, be joined as a nominal party to the suit if Grantee determines that such joinder is necessary.

SECTION SEVEN MODIFICATION; WAIVER

No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

SECTION EIGHT RECORDATION OF AGREEMENT

Grantor hereby acknowledges and agrees that this Agreement may, in Grantee's sole discretion, be recorded in the United States Patent Office.

SECTION NINE PARTIES BOUND

This Agreement shall be binding on Grantor, Grantor's successors, and assigns, and shall inure to the benefit of Grantee, its successors, and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date and year first above written.

GRANTOR:

LIPARI FOODS OPERATING COMPANY, LLC
a Delaware Limited Liability Company

By: 
Thomas Lipari, Executive Officer

GRANTEE:

MORSKI BRANDS, INC.,
a Wisconsin Corporation

By: 
Daniel Moore, President