

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gilman Cheese Corporation		11/30/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Red Apple Cheese, LLC		
Street Address:	27 Siemon Company Drive, Suite 353W		
City:	Watertown		
State/Country:	CONNECTICUT		
Postal Code:	06795		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3081437	LIFETIME	
Registration Number:	4327978		
CORRESPONDENCE DATA			
Fax Number:	7158349240		
<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:	7158343425		
Email:	dprestin@ruderware.com		
Correspondent Name:	Attorney Derek L. Prestin		
Address Line 1:	402 Graham Avenue		
Address Line 2:	P.O. Box 187		
Address Line 4:	Eau Claire, WISCONSIN 54702-0187		
ATTORNEY DOCKET NUMBER:	44621-00004		
NAME OF SUBMITTER:	Derek L. Prestin		
SIGNATURE:	/Derek L. Prestin/		
DATE SIGNED:	01/20/2016		
Total Attachments: 5			
source=GILMAN - Trademark Assignment - Gilman to Red Apple (E0626790x7AEC5)#page1.tif			
source=GILMAN - Trademark Assignment - Gilman to Red Apple (E0626790x7AEC5)#page2.tif			
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ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (the "Agreement") is made effective the 30th day of November, 2015, by and between RED APPLE CHEESE, LLC, a Connecticut limited liability company, with a principal office of 27 Siemon Company Drive, Suite 353W, Watertown, CT 06795 (hereinafter referred to as the "Assignee"), and GILMAN CHEESE CORPORATION, a Wisconsin corporation, with a principle place of business of P.O. Box 187, 300 S. Riverside Drive, Gilman, WI 54433 (hereinafter referred to as the "Assignor").

WHEREAS, as part of Assignor's business, Assignor is the owner of a registered trademark on LIFETIME®, U.S. Registration No. 3,081,437, and a cow logo, U.S. Registration No. 4,327,978 (hereinafter collectively the "Trademark"); and,

WHEREAS, Assignee is purchasing the Assets of Assignor pursuant to an Asset Purchase Agreement dated November 30, 2015 (the "Asset Purchase Agreement");

WHEREAS, Assignor desires to transfer the Trademark to Assignee in connection with the Closing under the Asset Purchase Agreement, along with all good will associated with the Trademark and the related products in the United States and Assignee is desirous of accepting Assignor's entire right, title and interest in the Trademark;

WHEREAS, in consideration for the transfer and assignment of the Trademark hereunder, in addition to the sums paid for the assets under the Asset Purchase Agreement, Assignee agrees to be responsible for future renewals of the Trademark and any and all costs and expenses related thereto, as well as all future costs related to the maintenance of the Trademark.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Consideration.** The consideration for the assignment of the rights to the Trademark hereunder shall be those sums paid by Assignee to Assignor under the Asset Purchase Agreement, as well as Assignee's payment of all costs related to the future renewals of the Trademark and all future costs related to the maintenance of the Trademark.

2. **Assignment of Rights to the Trademark.** In connection with Assignor's transfer and assignment of the goodwill of Assignor's business related to the products related to the Trademark in the United States, Assignor hereby sells, assigns and transfers unto said Assignee the full and exclusive right to the following trademark, together with all goodwill associated therewith in the United States:

- a. U.S. Registration No. 3,081,437 on LIFETIME for cheese.
- b. U.S. Registration No. 4,327,978 on a cow logo for cheese, cheese food, and processed cheese.

(collectively, the "Trademark")

Assignor hereby sells, assigns and transfers unto said Assignee the full and exclusive right to the Trademark in the United States. Assignor hereby also sells, assigns and transfers unto said Assignee Assignor's entire right, title and interest in and to any and all future trademark applications related to the Trademark in the United States. Following the assignment of the Trademark hereunder, Assignee acknowledges and agrees that Assignee shall be responsible for all future maintenance of the Trademark.

3. **Assignment of Causes of Action.** Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor have in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Trademark in the United States, including without limitation, all rights to pursue damages, injunctive relief and other remedies for past, current, and future infringement of the Trademark.

4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, successors, transferees, and assigns.

5. **Modification.** This Agreement may not be modified or amended except in writing signed by each of the respective parties hereto. Neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing executed by the parties hereto.

6. **Governing Law.** This Agreement shall be governed by and be construed and take effect in all respects in accordance with the internal laws of the State of Wisconsin, without reference to its principles of conflicts of law, irrespective of the fact that one or more of the parties become a resident of a different state.

7. **Venue/Jurisdiction.** All parties hereby submit to the in personal jurisdiction and venue of the state and federal courts with jurisdiction to hear disputes in the Taylor County, State of Wisconsin, with respect to all disputes or claims arising out of or related to this Agreement.

8. **Rules of Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by all parties to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition hereof.

9. **Severability.** If any provision of this Agreement is for any reason determined to be unenforceable or invalid by any court of competent jurisdiction, such decision shall not affect the enforceability or validity of any other provision of this Agreement or any portion thereof.

10. **Headings.** Captions and headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

11. **Counterparts.** This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Executed as of the dates set forth below.

ASSIGNEE:
Red Apple Cheese, LLC

ASSIGNOR:
Gilman Cheese Corporation

By: Salvatore N. DiStasio, Jr.
Its: Member
Date: _____

By: Tom Hand
Its: CEO/Owner
Date: 11/30/15

By: Paul Brzezienski
Its: Member
Date: _____

ACKNOWLEDGMENTS

STATE OF _____)
) SS: _____
)
_____ COUNTY)

Personally came before me this _____ day of _____, 2015, the above-named Salvatore N. DiStasio, Jr., to me known to be a Member of Red Apple Cheese, LLC, and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

*
Notary Public, State of _____
My commission: _____
* Print name.

STATE OF _____)
) SS: _____
)
_____ COUNTY)

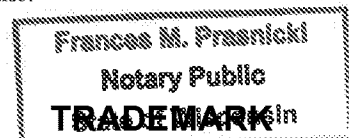
Personally came before me this _____ day of _____, 2015, the above-named Paul Brzezienski, to me known to be a Member of Red Apple Cheese, LLC, and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

*
Notary Public, State of _____
My commission: _____
* Print name.

STATE OF WISCONSIN)
) SS: _____
)
TAYLOR COUNTY)

Personally came before me this 30th day of November, 2015, the above-named Tom Hand, to me known to be the CEO/Owner of Gilman Cheese Corporation and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

Frances M. Praenicki
* FRANCES M. PRAENICKI
Notary Public, State of Wisconsin
My commission: 3-16-2019
* Print name.



ASSIGNEE:
Red Apple Cheese, LLC

ASSIGNOR:
Gilman Cheese Corporation

Salvatore N. DiStasio, Jr.
By: Salvatore N. DiStasio, Jr.
Its: Member
Date: _____

Tom Hand
By: Tom Hand
Its: CEO/Owner
Date: 11/30/15

By: Paul Brzezienski
Its: Member
Date: _____

ACKNOWLEDGMENTS

STATE OF RHODE ISLAND)
) SS:
WASHINGTON COUNTY)

Personally came before me this 2nd day of December, 2015, the above-named Salvatore N. DiStasio, Jr., to me known to be a Member of Red Apple Cheese, LLC, and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

Jennifer M. Francois
Jennifer M. Francois
Notary Public, State of R.I.
My commission: 07-27-2018
* Print name.

STATE OF _____)
) SS:
_____ COUNTY)

Personally came before me this _____ day of _____, 2015, the above-named Paul Brzezienski, to me known to be a Member of Red Apple Cheese, LLC, and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

*
Notary Public, State of _____
My commission: _____
* Print name.

STATE OF WISCONSIN)
) SS:
_____ COUNTY)

Personally came before me this 30th day of November, 2015, the above-named Tom Hand, to me known to be the CEO/Owner of Gilman Cheese Corporation and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

*
Notary Public, State of Wisconsin
My commission: _____
* Print name.

ASSIGNEE:
Red Apple Cheese, LLC

ASSIGNOR:
Gilman Cheese Corporation

By: Salvatore N. DiStasio, Jr.
Its: Member
Date:

By: Tom Hand
Its: CEO/Owner
Date: 11/30/15

Paul Brzeziński
By: Paul Brzeziński
Its: Member
Date: 12/2/15

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
_____ COUNTY)

Personally came before me this _____ day of _____, 2015, the above-named Salvatore N. DiStasio, Jr., to me known to be a Member of Red Apple Cheese, LLC, and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

Notary Public, State of _____
My commission: _____
* Print name.

STATE OF *South Carolina*)
) SS:
Charleston COUNTY)

Personally came before me this *2nd* day of *December*, 2015, the above-named Paul Brzeziński, to me known to be a Member of Red Apple Cheese, LLC, and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Margaret M. Krepser
MARGARET M. KREPSE
Notary Public, State of *SOUTH CAROLINA*
My commission: *12/17/2023*
* Print name.

STATE OF WISCONSIN)
) SS:
_____ COUNTY)

Personally came before me this 30th day of November, 2015, the above-named Tom Hand, to me known to be the CEO/Owner of Gilman Cheese Corporation and to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

Notary Public, State of Wisconsin
My commission: _____
* Print name.

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