

900417006 08/11/2017

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438892

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mama Rosa's, LLC		06/14/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Schwan's Mama Rosa's, LLC		
Street Address:	115 West College Drive		
City:	Marshall		
State/Country:	MINNESOTA		
Postal Code:	56258		
Entity Type:	Limited Liability Company: Delaware		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87148732	FIGHT'N TOMATO PIZZA CO.	
Serial Number:	87147804	FIGHT'N TOMATO	
Serial Number:	87043340	MAMA ROSA'S PIZZA SOLO 1	
Serial Number:	86452149	LEAN LIFESTYLE	
Serial Number:	85106177	VIRGA	
Serial Number:	85418197	BUILT FROM THE CRUST UP	
Serial Number:	85590211	PICCOLETTO	
Serial Number:	85218357	BABY MAMA'S	
Serial Number:	75936555	MAMA ROSA'S BY THE SLICE	
Serial Number:	75919390	LUNCH AROUND	
Serial Number:	75651957	MINI MAMA'S	
Serial Number:	74505665	OLD ITALIAN BRAND	
Serial Number:	74505652	MAMA ROSA'S	
Serial Number:	73664291	OUR OLD ITALIAN BRAND	
Serial Number:	73691811	MAMA ROSA'S	
CORRESPONDENCE DATA			
Fax Number:			
<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: 5075378638
Email: kalea.desmet@schwans.com
Correspondent Name: KaLea DeSmet
Address Line 1: 115 West College Drive
Address Line 4: Marshall, MINNESOTA 56258

NAME OF SUBMITTER: KaLea DeSmet

SIGNATURE: /KaLea DeSmet/

DATE SIGNED: 08/11/2017

Total Attachments: 4

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source=Schwan's Mama Rosa's & Mama Rosa's Assignment and Assumption and Bill of Sale (Executed)#page2.tif
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ASSIGNMENT AND ASSUMPTION AND BILL OF SALE

This ASSIGNMENT AND ASSUMPTION AND BILL OF SALE (this “Agreement”) is made as of June 14, 2017, by and between Schwan’s Mama Rosa’s, LLC, a Delaware limited liability company (“Buyer”), and Mama Rosa’s, LLC, a Delaware limited liability company (the “Seller”). Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Buyer, Seller and the other parties signatory thereto (the “Asset Purchase Agreement”).

WHEREAS, pursuant to the Asset Purchase Agreement, in connection with the receipt by the Seller of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Seller, the Seller has agreed to sell to Buyer all of Seller’s rights, title and interest in and to the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, in conjunction with such sale by the Seller, Buyer has agreed to assume the Assumed Liabilities.

NOW, THEREFORE, the Seller and Buyer agree as follows:

1. Transfer and Assignment of Purchased Assets. As of the date hereof, Buyer hereby purchases and takes assignment, conveyance, transfer and delivery from the Seller, and the Seller hereby irrevocably sells, assigns, conveys, transfers and delivers to Buyer, all of Seller’s right, title and interest in and to all of the Purchased Assets.

2. Assumption of Assumed Liabilities. Effective as of the date hereof and from and after the date hereof, Buyer hereby assumes and agrees to subsequently, in due course, pay, honor and discharge in accordance with their respective terms and conditions all of the Assumed Liabilities.

3. Excluded Assets and Excluded Liabilities. Notwithstanding anything in the Asset Purchase Agreement or this Agreement to the contrary, the Seller retains and does not transfer, and Buyer does not purchase, acquire, take, receive or assume any of the Excluded Assets or Excluded Liabilities which shall remain with the Seller.

4. Further Assurance. The Seller shall execute and deliver to Buyer any other instrument which may be reasonably requested by Buyer and which is reasonably appropriate to perfect or evidence any of the conveyances, assignments and transfers contemplated by this Agreement.

5. Conflict with the Asset Purchase Agreement. This Agreement is made in accordance with and subject to the Asset Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

6. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

8. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

9. Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

10. Descriptive Headings. The descriptive headings in this Agreement are for references purposes only and shall not affect in any way the meaning or interpretation of this Agreement.


11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. To the fullest extent permitted by law, if any provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable (a) a suitable and equitable provision will be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances will not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Assignment and Assumption and Bill of Sale on the date first above written.

BUYER:

SCHWAN'S MAMA ROSA'S, LLC

By: 
Name: BRIAN SATTLER
Its: SECRETARY

SELLER:

MAMA ROSA'S, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Assignment and Assumption and Bill of Sale on the date first above written.

BUYER:

SCHWAN'S MAMA ROSA'S, LLC

By: _____

Name: _____

Its: _____

SELLER:

MAMA ROSA'S, LLC

By:  _____

Name: Scott McNair

Title: Chief Executive Officer