

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440158

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900417045		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CSM Bakery Products NA, Inc.		08/10/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BakeMark USA LLC		
<b>Street Address:</b>	7351 Crider Avenue		
<b>City:</b>	Pico Rivera		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90660		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1126731	BB	
<b>Registration Number:</b>	3998394	BB	
<b>Registration Number:</b>	4029023	BB BEST BRANDS	
<b>Registration Number:</b>	3306633	BEST BRANDS	
<b>Registration Number:</b>	0797541	FANTASIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>			
<b>Phone:</b>	3142592000		
<b>Email:</b>	bcipdocketing@bryancave.com		
<b>Correspondent Name:</b>	Bryan Cave LLP		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	0554967		
<b>NAME OF SUBMITTER:</b>	Lindsay Cohen Schneider		
<b>SIGNATURE:</b>	/LCS/		
<b>DATE SIGNED:</b>	08/22/2017		

**Total Attachments: 7**

source=US\_Assignment\_Coversheet#page1.tif

source=US\_Assignment\_Coversheet#page2.tif

source=Assignment CSM Bakery Products NA, Inc. to BakeMark USA LLC#page1.tif

source=Assignment CSM Bakery Products NA, Inc. to BakeMark USA LLC#page2.tif

source=Assignment CSM Bakery Products NA, Inc. to BakeMark USA LLC#page3.tif

source=Assignment CSM Bakery Products NA, Inc. to BakeMark USA LLC#page4.tif

source=Assignment CSM Bakery Products NA, Inc. to BakeMark USA LLC#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT (U.S. &amp; CANADA)

This TRADEMARK ASSIGNMENT AGREEMENT (U.S. & CANADA) (this “Agreement”), dated as of August 10, 2017 (the “Effective Date”), is between CSM Bakery Products NA, Inc., a Delaware corporation located at 5775 Glenridge Drive, Bldg. A, Sandy Springs, Georgia 30328, USA (“Assignor”) and BakeMark USA LLC, a Delaware limited liability company located at 7351 Crider Avenue, Pico Rivera, California 90660, USA (“Assignee”) (each a “Party” and, collectively, the “Parties”).

WHEREAS, Assignor is a Subsidiary of CSM Bakery Solutions LLC (“CSM”), and owns the trademark registrations that are listed on Schedule 1 hereto (such registrations, together with all goodwill associated therewith, the “Assigned Trademarks”);

WHEREAS, on July 13, 2017, BMark Purchaser, Inc. (“Buyer”) and CSM entered into that certain Stock Purchase Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with its terms, the “Stock Purchase Agreement”), pursuant to which, among other things, Buyer is acquiring from CSM all of the shares of CSM International Inc. held by CSM following the consummation of a series of restructuring transactions described under the Stock Purchase Agreement;

WHEREAS, in connection with the transactions contemplated by the Stock Purchase Agreement, Assignor wishes to assign and transfer to Assignee, and Assignee wishes to receive, the Assigned Trademarks in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, concurrently with this this Agreement, CSM and Assignee are entering into that certain Trademark License Agreement, dated on or about the Closing Date (as defined in the Stock Purchase Agreement) (the “License Agreement”), pursuant to which Assignee grants to CSM a non-exclusive license under certain of the Assigned Trademarks pursuant to the terms and conditions set forth in the License Agreement.

NOW THEREFORE, in consideration of the representations, warranties, premises and covenants set forth herein and in the Stock Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereby agrees as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings given or applicable to them in the Stock Purchase Agreement.
2. Assignment. Assignor hereby assigns and transfers to Assignee, subject to the rights granted pursuant to the License Agreement, all of Assignor’s rights, title and interest in and to the Assigned Trademarks, including the right to sue for any past, present or future infringement of the Assigned Trademarks and to retain any damages due or accrued for any such past, present or future infringement.
3. License Agreement. Solely during the term of the License Agreement (as defined therein), Assignee shall ensure that any assignee, transferee or successor (including the acquiring or surviving entity in connection with any change of control or similar

corporate transaction involving Assignee) of any of the Assigned Trademarks from Assignee, or any other Person that is granted any exclusive license or any enforcement rights with respect thereto (each such assignee, transferee, successor or other such Person who receives such applicable assignment, transfer or right during the term of the License Agreement, a “Transferee”) agrees in writing, prior to or as part of such assignment, transfer, grant or other transaction, (a) that it acknowledges and confirms that the Assigned Trademarks are and shall remain subject to the License Agreement during the term of such License Agreement, (b) to be bound by this Section 3, and (c) to bind all subsequent or future Transferees of any of the Assigned Trademarks to this Section 3.

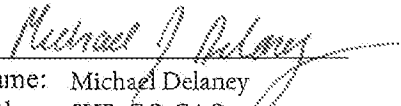
4. Entire Agreement. This Agreement, the License Agreement and the Stock Purchase Agreement, including all amendments, schedules, annexes and exhibits to each of the foregoing, contain the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. No Party shall be bound by, or be liable for, any alleged representation, promise, inducement or statement of intention not contained herein or therein. The Parties expressly disclaim reliance on any information, statements, representations or warranties made by any Party regarding the subject matter of this Agreement other than the terms contained herein or therein.
5. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT SUCH PRINCIPLES WOULD DIRECT A MATTER TO ANOTHER JURISDICTION. The Parties hereby irrevocably submit to the personal jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts, and the Parties irrevocably agree that all claims relating to such action, proceeding or transactions shall be heard and determined in such a Delaware State or federal court.
6. Further Assurances. The Parties shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee the full benefit of this Assignment.
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**CSM BAKERY PRODUCTS NA, INC.**

By:   
Name: Maarten Bok  
Title: SVP-CFO

By:   
Name: Michael Delaney  
Title: SVP-GC-CAO

**BAKEMARK USA LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment - U.S./Canada]

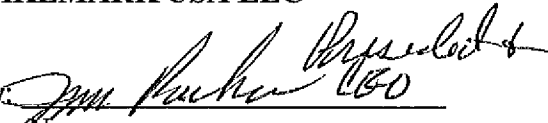
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

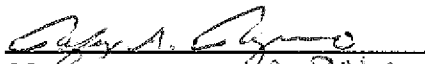
**CSM BAKERY PRODUCTS NA INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**BAKEMARK USA LLC**

By:   
Name:  
Title:

By:   
Name: REFUGIO A. RETROSÓ  
Title: CFO

**Schedule 1**

**ASSIGNED TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
BB and Design	1,126,731	12-Sep-77	USA
BB and Design	3,998,394	07-Jun-07	USA
BB and Design	TMA251267	24-Feb-78	Canada
BB Best Brands and Design	4,029,023	08-Jun-07	USA
Best Brands	3,306,633	12-Oct-05	USA
FANTAISIA THE TASTE OF ELEGANCE (Stylized)	TMA420220	22-Apr-91	Canada
FANTASIA (Stylized)	797,541	12-Oct-65	USA
FANTASIA (Stylized)	TMA411028	25-Apr-90	Canada