

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DETROIT CITY DAIRY		08/11/2017	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lipari Foods Operating Company, LLC		
<b>Street Address:</b>	26661 Bunert Road		
<b>City:</b>	Warren		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48089		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1249162	MARLA'S	
<b>Registration Number:</b>	1548502	BRITNI'S	
<b>Registration Number:</b>	1719550	SMOOTH 'N CHEESY IT MELTS EASY	
<b>Registration Number:</b>	2448595	POLKA	
<b>Registration Number:</b>	2806490	SABRINA'S	
<b>Registration Number:</b>	2975252	PURITY SPRINGS	
<b>Registration Number:</b>	5134819	DETROIT PICKLE CO.	
<b>Registration Number:</b>	3307303	FAIRMONT FARMS	
<b>Registration Number:</b>	3325331	BOEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(248) 689-3500		
<b>Email:</b>	shovlin@reising.com		
<b>Correspondent Name:</b>	James D. Stevens		
<b>Address Line 1:</b>	P.O. Box 4390		
<b>Address Line 4:</b>	Troy, MICHIGAN 48099-4390		
<b>ATTORNEY DOCKET NUMBER:</b>	7663-3076-1		

CH \$240.00 1249162

<b>NAME OF SUBMITTER:</b>	Colleen N. Shovlin, Reg. No. 74,600
<b>SIGNATURE:</b>	/Colleen N. Shovlin/
<b>DATE SIGNED:</b>	11/14/2017
<b>Total Attachments: 10</b> source=DCD IP Assignment (Executed)#page1.tif source=DCD IP Assignment (Executed)#page2.tif source=DCD IP Assignment (Executed)#page3.tif source=DCD IP Assignment (Executed)#page4.tif source=DCD IP Assignment (Executed)#page5.tif source=DCD IP Assignment (Executed)#page6.tif source=DCD IP Assignment (Executed)#page7.tif source=DCD IP Assignment (Executed)#page8.tif source=DCD IP Assignment (Executed)#page9.tif source=DCD IP Assignment (Executed)#page10.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**IP Assignment**”), dated as of August 11<sup>th</sup>, 2017, is made by Detroit City Dairy, Inc., d/b/a Dairy Fresh Foods, Inc., a Michigan corporation (“**Seller**”), located at 21405 Trolley Industrial Drive, Taylor, Michigan 48180, in favor of Lipari Foods Operating Company, LLC, a Delaware limited liability company (“**Buyer**”), located at 26661 Bunert Road, Warren, MI 48089, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Seller, the stockholders of Seller, and Buyer, dated as of August 11<sup>th</sup>, 2017 (the “**Asset Purchase Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual Property Assets of Seller, and has agreed to execute and deliver this IP Assignment for recording with any registrar of intellectual property rights, including without limitation the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following:

(a) all patents, patent applications, patent disclosures, and statutory invention registrations owned by Seller including any counterparts of any of the foregoing worldwide, and including all provisional, divisionals, continuations, continuations-in-part, requests for continued examination, continued prosecution applications, re-issues, re-examinations, and any patents issuing or granted from any of the foregoing applications or claiming priority to any of the foregoing applications or patents or serving as a basis for a claim of priority for any of the foregoing applications or patents (the “**Patents**”), including by way of non-limiting example, the Patents listed in Schedule 1 hereto;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin owned by Seller, including, by way of non-limiting example, the trademarks listed in Schedule 2 hereto (the “**Marks**”);

(c) all internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs owned or controlled by Seller, including,

by way of non-limiting example, the domain names and accounts set forth on Schedule 3 hereto;

(d) all published and unpublished works of authorship owned by Seller, including all copyright rights therein and all industrial designs, industrial models and proprietary design and including, by way of non-limiting example, the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule 4 hereto and all issuances, extensions and renewals thereof (collectively, the “**Works**”), including without limitation (i) the entirety of all common law and statutory copyrights in the Works; (ii) all copyright registrations or copyright applications covering the Works, and all renewals and extensions thereof; (iii) all rights of reproduction in any and all media based upon the Works; (iv) all rights to prepare any derivative works based on the Works; (v) all rights to distribute (including, without limitation, distribute electronically) copies of the Works in any and all media to the public by sale or other transfer of ownership or by rental, lease, or lending; and (vi) all rights to display in any and all media and perform the Works publicly;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(h) together with the goodwill of the Business connected with the use of, and symbolized by, the foregoing.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto.

3. Moral Rights. Buyer and its successor(s), as owner of the Works, may use the Works for any lawful purpose without restriction, and Seller waives any and all moral rights Seller had, has or may have in or to the Works in the United States of America and all other countries, including, without limitation, any rights Seller may have under 17 U.S.C. § 106A or any other law, rule or regulation in any jurisdiction.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This IP Assignment 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 IP Assignment 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 IP Assignment.

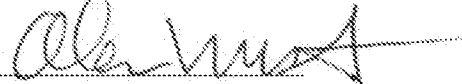
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**DETROIT CITY DAIRY, INC.**

By: 

Name: Alan Must  
Title: Authorized Representative  
Address for Notices:

Attn: Jay Must  
5928 Orchard Bend  
Bloomfield Hills, MI 48301

AGREED TO AND ACCEPTED:

**LIPARI FOODS OPERATING  
COMPANY, LLC**

By: \_\_\_\_\_

Name:  
Title:  
Address for Notices:

26661 Bunert Road  
Warren, MI 48089

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**DETROIT CITY DAIRY, INC.**

By: \_\_\_\_\_

Name: Alan Must  
Title: Authorized Representative  
Address for Notices:

Attn: Jay Must  
5928 Orchard Bend  
Bloomfield Hills, MI 48301

AGREED TO AND ACCEPTED:

**LIPARI FOODS OPERATING  
COMPANY, LLC**

By:  \_\_\_\_\_

Name: Thomas Lipari  
Title: President and Chief Executive Officer  
Address for Notices:


26661 Bunert Road  
Warren, MI 48089

**SCHEDULE 2**  
**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK**  
**APPLICATIONS**

[See Attached]



SCHEDULE 2

BIP REF	OWNER	JURISDICTION	TRADEMARK	APP NO
386.103081	Detroit City Dairy	USA	BOEL & Design 	76650438
386.103088	Detroit City Dairy	USA	BRITNI'S	73762374
386.021517	Detroit City Dairy	Indiana	DAIRY FRESH	
386.021528	Detroit City Dairy	Illinois	DAIRY FRESH	
386.021525	Detroit City Dairy	Ohio	DAIRY FRESH	
386.021543	Detroit City Dairy	Michigan	DAIRY FRESH	
386.021520	Detroit City Dairy	Ohio	DAIRY FRESH SHARPER THAN SHARP	
386.021529	Detroit City Dairy	Illinois	DELI FRESH	
386.021538	Detroit City Dairy	Indiana	DELI FRESH	
386.021518	Detroit City Dairy	Ohio	DELI FRESH WORKING IN THE STAND	
386.021571	Detroit City Dairy	USA	DETROIT PICKLE CO.	86881764
386.104958	Detroit City Dairy	USA	FAIRMONT FARMS	78948410
386.021519	Detroit City Dairy	Michigan	GOURMET	
386.021658	Detroit City Dairy	Indiana	GOURMET	
386.021527	Detroit City Dairy	Ohio	GOURMET	
386.103089	Detroit City Dairy	USA	MARLA'S	73330394
386.021516	Detroit City Dairy	Michigan	OCEAN FRESH	
386.021521	Detroit City Dairy	Indiana	OCEAN FRESH	
386.021530	Detroit City Dairy	Illinois	OCEAN FRESH BRAND	
386.103087	Detroit City Dairy	USA	POLKA	75499890

386.021531	Detroit City Dairy	Illinois	PURE MAID	
386.021540	Detroit City Dairy	Ohio	PURE MAID	
386.021541	Detroit City Dairy	Michigan	PURE MAID	
386.021537	Detroit City Dairy	Indiana	PURE MAID & Design	
386.103090	Detroit City Dairy	USA	PURITY SPRINGS	76542130
386.021542	Dairy Fresh Foods	Michigan	RED ROSE	
386.021526	Detroit City Dairy	Ohio	RED ROSE	
386.103085	Detroit City Dairy	USA	SABRINA'S	76495896
386.021535	Detroit City Dairy	Michigan	SHARPER THAN SHARP	
386.021544	Detroit City Dairy	Illinois	SHARPER THAN SHARP DAIRY FRESH & Design	
386.021536	Detroit City Dairy	Indiana	SHARPER THAN SHARP DAIRY FRESH & Design	
386.103083	Detroit City Dairy	USA	SMOOTH 'N CHEESY IT MELTS EASY	74118707
386.021532	Detroit City Dairy	Indiana	TIGER CHEESE	
386.021533	Detroit City Dairy	Ohio	TIGER CHEESE	
386.021534	Detroit City Dairy	Michigan	TIGER CHEESE	
386.021545	Detroit City Dairy	Illinois	TIGER CHEESE	

APP DATE	REG NO	REG DATE	CLASS / GOODS	STATUS
16-Nov-05	3325331	30-Oct-07	29 Cheese and processed cheese	Registered
7-Nov-88	1548502	18-Jul-89	29 Cheese	Registered
	20090409	18-Jun-09	29 Food product of all kinds, including cheese, meats, salads, pies, cakes and other bakery products,	Registered
	51219	13-Apr-82	29 Dairy products such as cheeses, juices, margarine, butter	Registered
	TM11388	15-May-86	29 Meats and processed foods	Registered
	M06548	20-Mar-06	46 Foods and ingredients of foods	Registered
	1134681	12-Jan-00	29 Meats and processed foods	Registered
	51220	13-Apr-82	46 Delicatessen meats and related products	Registered
	50091004	18-Oct-76	29 Delicatessen meats, cheeses and related products, including potato chips	Registered
	1615072	10-Apr-06	29 Meats and processed foods	Registered
21-Jan-16	5134819	31-Jan-17	29 Pickled fruits; Pickled vegetables; Pickles; Processed peppers 30 Vinegar	Registered
9-Aug-06	3307303	9-Oct-07	29 Cheese and processed cheese; potato salad 30 CLASS DELETED [ Pasta salad, macaroni salad ]	Registered
	M05712	2-Sep-05	46 Foods and ingredients of foods	Registered
	50097402	19-May-86	46 Food and ingredients of foods, pasteurized processed American cheese	Registered
	TM11390	15-May-86	29 Meats and processed foods	Registered
30-Sep-81	1249162	23-Aug-83	29 Swiss Cheese	Registered
	M10351	9-Jul-10	46 Foods and ingredients of foods	Registered
	50100733	31-May-91	29 Seafood	Registered
	51221	13-Apr-82	46 All types of canned fish such as marinated herrings	Registered
10-Jun-98	2448595	8-May-01	29 Meats	Registered

	51222	13-Apr-82	46 Dairy products such as margarine, butter, cheeses and dips	Registered
	TM5768	9-Aug-68	29 Meats and processed foods	Registered
	M24027	26-Jul-68	46 Foods and ingredients of foods	Registered
	50091835	2-Jan-79	29 Foods and ingredients of foods of every kind and description for human, animal, fish and fowl	Registered
2-Sep-03	2975252	26-Jul-05	32 spring water	Registered
	M08566	16-Feb-07	46 Foods and ingredients of foods	Registered
	TM11389	15-May-86	29 Meats and processed foods including margarine, salad dressing, butter, jellies and preserves	Registered
7-Mar-03	2806490	20-Jan-04	30 bakery products	Registered
	M07030	22-Aug-79	46 Foods and ingredients of foods	Registered
	64879	24-Jul-89	46 Foods & ingredients of foods more particularly cheeses	Registered
	20140362	2-Sep-14	29 Foods and ingredients of foods, particularly cheeses	Registered
28-Nov-90	1719550	22-Sep-92	29 processed cheese spread	Registered
	50092800	17-Dec-80	29 Foods and ingredients of foods, particularly cheese	Registered
	TM9136	17-Dec-80	29 Meats and processed foods	Registered
	M01034	15-Dec-80	46 Foods and ingredients of foods	Registered
	64880	24-Jul-89	29 Foods of every kind & description for human, animal, fish & fowl consumption more particularly	Registered