

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kangaroo Brands, Inc.		02/05/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Sandwich Bros. of Wisconsin, LLC		
Street Address:	222 W. Merchandise Mart Plaza, STE 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2092865	ARMELS	
Registration Number:	4039997	REALLY ... REALLY TASTY	
Registration Number:	2626936	SALAD POCKETS	
Registration Number:	5034548	SANDWICH BROS. OF WISCONSIN	
Registration Number:	5376354	SANDWICH BROS.	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	314-480-1500		
Email:	Nicole.Anderson@huschblackwell.com		
Correspondent Name:	Alan Nemes		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	500627.2198		
NAME OF SUBMITTER:	Alan Nemes		
SIGNATURE:	/Alan Nemes/		
DATE SIGNED:	06/19/2018		

CH \$140.00 2092865

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS **TRADEMARK ASSIGNMENT AGREEMENT** (this "**Agreement**") is entered into as of February 5, 2018, by and between **SANDWICH BROS. OF WISCONSIN, LLC**, a Delaware limited liability company ("**Assignee**"), and **KANGAROO BRANDS, INC.**, a Wisconsin corporation ("**Assignor**"). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

- (a) Assignor, Assignee, Buyer Guarantor, Owners, and the Seller Representative have entered into that certain Asset Purchase Agreement dated December 20, 2017 ("**Purchase Agreement**") relating to the acquisition by Assignee of all of the assets of Assignor, including the trademarks listed on Exhibit 1 hereto ("**Trademarks**").
- (b) This Agreement is being executed pursuant to the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Liens except Permitted Liens, all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill associated with the Trademarks, (ii) all common law rights associated with the Trademarks, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademarks to record Assignee as the owner of the Trademarks.

4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademarks in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the 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 Purchase Agreement or the survival thereof.

6. This Agreement shall be governed by and construed under and in accordance with the internal Laws of the State of Delaware, excluding any choice of law rules that may direct the application of the Laws of another jurisdiction.


7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the Parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

[Remainder of Page Intentionally Left Blank - Signature Page to Follow]

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

ASSIGNOR:

KANGAROO BRANDS, INC.

By: 
Salem Kashou, President

ASSIGNEE:

SANDWICH BROS. OF WISCONSIN, LLC

By: _____
Brian C. Davison, Authorized Representative

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006356 FRAME: 0962

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

ASSIGNOR:

KANGAROO BRANDS, INC.

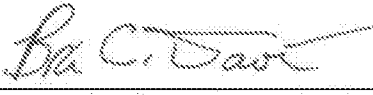
By: _____

Salem Kashou, President

ASSIGNEE:

SANDWICH BROS. OF WISCONSIN, LLC

By: _____



Brian C. Davison, Authorized Representative

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006356 FRAME: 0963

EXHIBIT 1
TRADEMARKS

Country	Trademark	Class(es) & Goods/Services	App. Date	App. No.	Reg. Date	Reg. No.	Recorded Owner
Canada	SALAD POCKETS	N/A Pita bread	16-Mar-05	1250884	22-Mar-06	TMA661181	Kangaroo Brands, Inc.
United States	ARMELS	INT. CL. 30 pita or pocket bread	24-May-96	75109607	2-Sep-97	2092865	Kangaroo Brands, Inc.
United States	REALLY ... REALLY TASTY	INT. CL. 29 frozen entree consisting primarily of meat, fish, poultry, eggs or vegetables, and pita bread sold therewith as a unit	13-May-11	85320414	11-Oct-11	4039997	Kangaroo Brands, Inc.
United States	SALAD POCKETS	INT. CL. 30 pita pocket bread	29-Jun-01	76280097	24-Sep-02	2626936	Kangaroo Brands, Inc.
United States	SANDWICH BROS.	INT. CL. 29 frozen entrees consisting primarily of meat, fish, poultry, eggs or vegetables, and pita bread sold therewith as a unit	3-Oct-16	87191561	Pending	Pending	Kangaroo Brands, Inc.
United States	SANDWICH BROS. OF WISCONSIN	INT. CL. 29 frozen entrees consisting primarily of meat, fish, poultry, eggs or vegetables, and pita bread sold therewith as a unit	28-Jul-15	86706791	6-Sep-16	5034548	Kangaroo Brands, Inc.