

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473074

<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>
Shearer's Foods Burlington, LLC		04/25/2018	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shearer's Foods, LLC		
<b>Street Address:</b>	100 Lincoln Way East		
<b>City:</b>	Massillon		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44646		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4003851	DELICIOUS BAKERY	
<b>Registration Number:</b>	4053155	HOMEKIST	
<b>Registration Number:</b>	4068738	HOMEKIST	
<b>Registration Number:</b>	4162252	HOMEKIST	
<b>Registration Number:</b>	3516101	BRENT & SAM'S	
<b>Registration Number:</b>	3611223	BRENT & SAM'S PREMIUM GOURMET COOKIES	
<b>Registration Number:</b>	2292846	VISTA	
<b>Registration Number:</b>	1582820	DELICIOUS	
<b>Registration Number:</b>	2337901	HOMEKIST - OLD FASHIONED BAKED GOODNESS	
<b>Registration Number:</b>	0892552	MORNING COFFEE	
<b>Registration Number:</b>	4597461	LET'S GRAB A BITE TOGETHER & CATCH UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>	2163634677		
<b>Email:</b>	dpoirier@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan H. Poirier		
<b>Address Line 1:</b>	Benesch Friedlander Coplan & Aronoff LLP		

OP \$290.00 4003851

**Address Line 2:** 200 Public Square, Suite 2300  
**Address Line 4:** Cleveland, OHIO 44114

**ATTORNEY DOCKET NUMBER:** 39986-123

**NAME OF SUBMITTER:** Duncan H. Poirier

**SIGNATURE:** /Duncan H. Poirier/

**DATE SIGNED:** 05/08/2018

**Total Attachments: 4**

source=SFB assignment#page1.tif

source=SFB assignment#page2.tif

source=SFB assignment#page3.tif

source=SFB assignment#page4.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of April 25, 2018 (this "Trademark Assignment"), is entered into by and between Shearer's Foods Burlington, LLC, a North Carolina limited liability company with a principal place of business at 100 Lincoln Way East, Massillon, Ohio 44646 (the "Assignor"), and Shearer's Foods, LLC, an Ohio limited liability company with a principal place of business at 100 Lincoln Way East, Massillon, Ohio 44646 (the "Assignee").

### RECITALS

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademarks set forth in the attached Schedule A (the "Purchased Marks");

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's right, title, and interest in and to the Purchased Marks;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby assigns, transfers, and conveys to Assignee the Assignor's entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Marks, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in Assignee's own name.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

The "Recitals" as set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]





Schedule A  
Trademarks

Trademarks

TM	Country	Status	App. No.	Dist. Filed	Reg. No.	Reg. Date
VISTA (Stylized) & Design	Canada	Registered	1,662,345	Feb 3, 2014	TMA975221	Jul 7, 2017
DELICIOUS	Canada	Registered	629,689	Apr 17, 1989	TMA398138	May 15, 1992
DELICIOUS BAKERY & Design	USA	Registered	85/115,287	Aug 25, 2010	4003851	Jul 26, 2011
HOMEKIST	USA	Registered	85/308,455	Apr 29, 2011	4053155	Nov 8, 2011
HOMEKIST	USA	Registered	85/308,464	Apr 29, 2011	4068738	Dec 6, 2011
HOMEKIST & Design	USA	Registered	85/308,487	Apr 29, 2011	4162252	Jun 19, 2012
BRENT & SAM'S	USA	Registered	77/424,269	Mar 17, 2008	3516101	Oct 14, 2008
BRENT & SAM'S (Stylized) & Design	USA	Registered	77/424,277	Mar 17, 2008	3611223	Apr 28, 2009
VISTA (Stylized & Design)	USA	Registered	75/603,557	Dec 11, 1998	2292846	Nov 16, 1999
DELICIOUS	USA	Registered	73/755,292	Oct 3, 1988	1582820	Feb 13, 1990
HOMEKIST - OLD FASHIONED BAKED GOODNESS & Design	USA	Registered	75/608,367	Dec 21, 1998	2337901	Apr 4, 2000
MORNING COFFEE	USA	Registered	72/330,398	Jun 18, 1969	892552	Jun 9, 1970
LET'S GRAB A BITE TOGETHER & CATCH UP	USA	Registered	85/223,212	Jan 21, 2011	4597461	Sep 2, 2014