

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSM Bakery Products NA, Inc.		04/16/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BakeMark USA LLC		
Street Address:	7351 Crider Avenue		
City:	Pico Rivera		
State/Country:	CALIFORNIA		
Postal Code:	90660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1486369	HI-DEMAND	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213-929-2500		
Email:	ipladocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	400 East Van Buren Street		
Address Line 2:	Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	72675.12100		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/Dax Alvarez/		
DATE SIGNED:	05/09/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 16, 2018 (the "Effective Date"), is made between CSM Bakery Products NA, Inc., a Delaware corporation (the "Seller"), and on the other hand, BakeMark USA LLC, a Delaware limited liability company ("Purchaser") (each individually a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser has agreed to purchase and acquire from Seller, all right, title and interest of Seller in and to the Purchased Assets, including the trademark HI-DEMAND and the United States registration thereof, namely, U.S. Registration No. 1,486,369 (the "Mark", and "Registration", respectively), together with the goodwill of the business appurtenant to said Mark; and

WHEREAS, Seller desires to sell, convey, assign, transfer and deliver the Mark and Registration to Purchaser in accordance with the terms of the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademark. Seller hereby grants, sells, conveys, assigns, transfers and delivers to Purchaser all right, title and interest to and in the Mark and Registration, including all rights provided therein in the United States and other nations as provided by treaty or convention, including all goodwill associated with the Mark, and all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the rights in the Mark.

2. Ownership. Seller hereby covenants and warrants to Purchaser that, at the time of execution and delivery of this Assignment, Seller is the sole and lawful owner of the entire right, title, and interest in and to the Mark free and clear of any liens and encumbrances, and that Seller has good and full right and lawful authority to sell, convey, assign, transfer and deliver the same in the manner herein set forth.

3. Captions. The Section headings contained in this Assignment are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision of this Assignment.

4. Further Assurances. Seller shall take any and all additional actions as may be necessary or appropriate for Purchaser to effect the transactions contemplated by this Assignment. Such actions may include, without limitation: the execution of all papers and documents and swearing of all lawful oaths for Purchaser to perfect the rights in the Mark; including execution of all documents required by Purchaser to record the assignments and transfers made by this Assignment with the appropriate domestic and foreign governmental

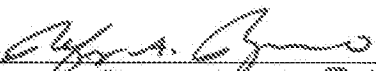
authorities; and to assist Purchaser with the procurement, enforcement and defense of the Mark without charge to Seller.

5. Successors and Assigns. This Assignment is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Controlling Law. This Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-law principles that would require the application of any other law.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

BAKEMARK USA LLC

By: 
Name: REFUGIO A. REYNOSO
Title: CFO

CSM BAKERY PRODUCTS NA, INC.

By: 
Name: Michael J. Delaney
Title: SVP & CAO