

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brill, 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: 9			
Property Type	Number	Word Mark	
Registration Number:	0958641	MULTIFOODS	
Registration Number:	4035231	MULTIFOODS	
Registration Number:	5151840	MULTIFOODS 1892	
Registration Number:	1872643	MULTIFOODS BAKERY PRODUCTS SINCE 1892	
Registration Number:	1893708	CHOCOVIVA!	
Registration Number:	1337022	CHOLMONDLEY'S	
Registration Number:	1510337	CHOLMONDLEY'S	
Registration Number:	1550390	GOOD 'N' MOIST	
Registration Number:	1828455	HIGH-M	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3142592000		
Email:	bcipdocketing@bclplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	2391848		

CH \$240.00 0958641

NAME OF SUBMITTER:	Lindsay Cohen Schneider
SIGNATURE:	/Lindsay Cohen Schneider/
DATE SIGNED:	06/04/2018
Total Attachments: 6 source=04-16-18 Assignment Brill to Bakemark (3)#page1.tif source=04-16-18 Assignment Brill to Bakemark (3)#page2.tif source=04-16-18 Assignment Brill to Bakemark (3)#page3.tif source=04-16-18 Assignment Brill to Bakemark (3)#page4.tif source=04-16-18 Assignment Brill to Bakemark (3)#page5.tif source=04-16-18 Assignment Brill to Bakemark (3)#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 16, 2018 (the "Effective Date"), is made between Brill, Inc. (formerly known as CSM Bakery Products NA, Inc.), a Delaware corporation (the "**Seller**"); and on the other hand, BakeMark USA LLC, a Delaware limited liability company located at 7351 Crider Avenue Pico Rivera California 90660 ("**Buyer**") (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, without limitation, the Intellectual Property of Seller, including trademarks; and

WHEREAS, Seller desires to sell, convey, assign, transfer and deliver trademarks 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 Trademarks. Seller hereby grants, sells, conveys, assigns, transfers and delivers to Purchaser all right, title and interest to and in the trademarks identified in Schedule 1 hereto ("the Trademarks"), including all rights provided therein in the United States and other nations as provided by treaty or convention, including all goodwill associated with the Trademarks, 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 Trademarks.

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 Trademarks 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 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 to perfect the rights in the Trademarks; the execution of all documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities; and to assist Purchaser with the procurement, maintenance, enforcement and defense of the

Trademarks without charge to Purchaser.

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.

YRIS PAZ
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Feb. 4, 2022

BRILL, INC.

By: Michael P. Delany
Name: Michael P. Delany
Title: Senior Counsel

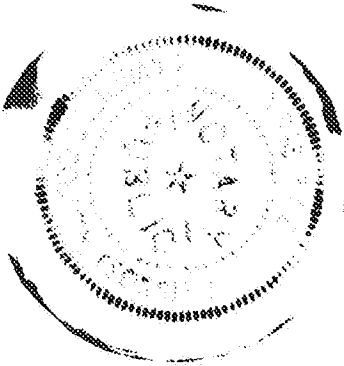
(State of Georgia)
(County of Fulton)

Subscribed and sworn to before me this 14 day of April, 2018

Yris Paz
Notary Public

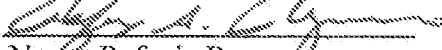
My commission expires: Feb 4, 2022

(NOTARY SEAL)



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

BAKEMARK USA, LLC

By: 
Name: Refugio Reynoso
Title: Treasurer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

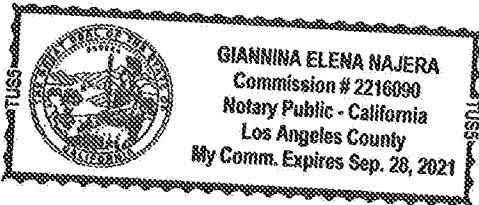
On APRIL 13, 2018 before me, GIANNINA NAJERA, Public Notary
Date Here Insert Name and Title of the Officer

personally appeared REFUGIO REYNOSO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Giannina Najera
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Schedule 1

Assigned Marks

Mark	Country	Application #	File Date	Registration #	Registration Date	Class	Status
MULTIFOODS	CANADA	345,967	9/7/1971	TMA188,358	2/2/1973	1	REGISTERED
MULTIFOODS	MEXICO	151802	10/8/1992	443251	9/30/1993	029,030	REGISTERED
MULTIFOODS	UNITED KINGDOM	2217678	12/20/1999	2217678	7/21/2000	029,030	REGISTERED
MULTIFOODS	UNITED STATES	72/402,205	8/17/1971	958,641	5/8/1973	030	REGISTERED
MULTIFOODS	UNITED STATES	77/240,206	07/27/2007	4,035,231	10/01/2011	029,030	REGISTERED
MULTIFOODS	UNITED STATES	86/631,354	5/15/2015	5,151,840	2/28/2017	030	REGISTERED
MULTIFOODS and Design	MEXICO	151607	10/6/1992	459920	5/11/1994	030	REGISTERED
MULTIFOODS BAKERY PRODUCTS SINCE 1992	UNITED KINGDOM	2217679	12/20/1999	2217679	4/6/2001	029,030	REGISTERED
MULTIFOODS BAKERY PRODUCTS	UNITED STATES	74/361,900	2/25/1993	1,872,643	1/10/1995	029,030	REGISTERED
CHOCOVIVA!	UNITED STATES	74/370,921	3/23/1993	1,893,708	5/9/1995	030	REGISTERED
CHOLMONDLEY'S	UNITED STATES	73/490,375	7/18/1984	1,337,022	5/21/1985	030	REGISTERED
CHOLMONDLEY'S (Stylized)	UNITED STATES	73/711,496	2/16/1988	1,510,337	10/25/1988	030	REGISTERED
GOOD 'N' MOIST	UNITED STATES	73/757,877	10/17/1988	1,550,390	8/1/1989	030	REGISTERED
HIGH-M	UNITED STATES	74/374,636	4/2/1993	1,828,455	3/29/1994	030	REGISTERED