

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM482165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sturm Foods, Inc.		07/16/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	B&G Foods North America, Inc.		
Street Address:	Four Gatehall Drive		
Internal Address:	Suite 110		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4332836	MCCANN'S ARTISAN COLLECTION IRISH OATMEA	
Registration Number:	4076453	WORLD'S COLUMBIAN EXHIBITION CHICAGO, 18	
Registration Number:	3906779	MCCANN'S IMPORTED IRISH OATMEAL	
Registration Number:	1493374	JOHN MCCANN'S	
Registration Number:	1494429	MCCANN'S	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-807-4350		
Email:	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, sana.hakim@klgates.com		
Correspondent Name:	Sana Hakim c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3709483-2281		
NAME OF SUBMITTER:	Sana Hakim		
SIGNATURE:	/sh/		
DATE SIGNED:	07/17/2018		

CH \$140.00 4332836

Total Attachments: 5

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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Assignment Agreement") is duly made, executed and delivered as of July 16, 2018, by and between B&G Foods North America, Inc., a Delaware corporation ("Buyer"), and Sturm Foods, Inc., a Wisconsin corporation ("Assignor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Sale Agreement dated July 16, 2018 (, the "Sale Agreement"), by and among Buyer, Assignor and Bay Valley Foods, LLC, a Delaware limited liability company.

WHEREAS, pursuant to, and subject to the terms and conditions of, the Sale Agreement, Assignor desires to sell, convey, transfer, deliver and assign to Buyer all of the trademarks listed on Exhibit A (the "Trademarks") and all goodwill associated therewith; and

WHEREAS, Assignor is willing to assign all rights it may have in and to all of the Trademarks on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Buyer agree as follows:

1. Assignment. Effective as of the Closing Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to Buyer, its successors and assigns, in perpetuity, all of such Assignor's right, title and interest in and to all the Trademarks, including all common law rights, and the goodwill associated therewith, including all of Assignor's rights under applicable Law or international convention, and all claims, remedies and causes of action to recover damages for past, present and future infringement or other violation of the Trademarks.

2. Further Assurances. Assignor shall provide the Buyer, its successors and assigns with such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1, including, without limitation, upon request by Buyer to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Buyer or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignor shall reasonably cooperate therewith. Assignor shall not assert any right, title or interest in or to any of the Trademarks and shall not use any of the Trademarks except as may be expressly authorized by the Buyer in writing.

3. Controlling Law and Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

4. Entire Agreement; Amendment; Waiver. This Assignment Agreement, together with its Exhibit A, the Sale Agreement and the Transaction Documents, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with

respect to such subject matter. This Assignment Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto. No waiver of any of the provisions of this Assignment Agreement shall be deemed or shall constitute a waiver of any other provision of this Assignment Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

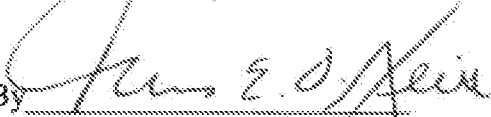
6. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

7. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

STURM FOODS, INC.

By 
Name: Thomas E. O'Neill
Title: Executive Vice President

B&G FOODS NORTH AMERICA, INC.

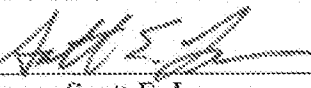
By _____
Name: Scott E. Lerner
Title: Executive Vice President

IN WITNESS WHEREOF, this Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

STURM FOODS, INC.

By _____
Name:
Title:

B&G FOODS NORTH AMERICA, INC.

By  _____
Name: Scott E. Lerner
Title: Executive Vice President

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

1. MCCANN'S ARTISAN COLLECTION IRISH OATMEAL and Design – U.S. – Registration No. 4332836
2. WORLD'S COLUMBIAN EXHIBITION CHICAGO 1893....and Design – U.S. – Registration No. 4076453
3. MCCANN'S IMPORTED IRISH OATMEAL and Design – U.S. – Registration No. 3906779
4. JOHN MCCANN'S – U.S. – Registration No. 1493374
5. MCCANN'S – U.S. – Registration No. 1494429
6. MCCANN'S – Canada – Application No. 1,769,284
7. MCCANN'S – Germany – Registration No. 30 2106 006 983
8. MCCANN'S – France – Registration No. 164254277
9. MCCANN'S – United Kingdom – Registration No. 3153189
10. MCCANN'S – Ireland – Registration No. 254691
11. MCCANN'S QUICK BREAD and Design – Canada – Registration No. TMA533898