

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483799

<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>
Lakeview Cheese Co. LLC		07/28/2018	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lakeview Cheese Products, LLC		
<b>Street Address:</b>	3030 N. Lamb Boulevard		
<b>Internal Address:</b>	Suite 114		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89115-3496		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2446100	BANQUET	
<b>Registration Number:</b>	0790802	BANQUET	
<b>Registration Number:</b>	0927849	FIESTA	
<b>Registration Number:</b>	2894812	FIESTA	
<b>Registration Number:</b>	0654197	GOLD NUGGET	
<b>Registration Number:</b>	3853156	GOLD NUGGET	
<b>Registration Number:</b>	0632380	GRAND TETON	
<b>Registration Number:</b>	2577190	LA FIESTA	
<b>Registration Number:</b>	3943940	LAKEVIEW	
<b>Serial Number:</b>	86169929	GAGLIO	
<b>Serial Number:</b>	87718273	ITALIA	
<b>Serial Number:</b>	85383916	ITALIA BRAND	
<b>Serial Number:</b>	85500965	LAKEVIEW ITALIANO	
<b>Serial Number:</b>	87718277	SILVER STATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 2446100

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2033553827  
**Email:** cbutler@fdh.com  
**Correspondent Name:** Christopher Butler c/o Finn Dixon & Herl  
**Address Line 1:** 6 LANDMARK SQ  
**Address Line 2:** Floor Six  
**Address Line 4:** STAMFORD, CONNECTICUT 069012704

<b>NAME OF SUBMITTER:</b>	Christopher Butler
<b>SIGNATURE:</b>	/s/Christopher Butler
<b>DATE SIGNED:</b>	07/30/2018

**Total Attachments: 6**

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ASSIGNMENT AND ASSUMPTION OF  
INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of July 28, 2018 by and between LAKEVIEW CHEESE PRODUCTS, LLC, a Delaware limited liability company ("Assignee") and LAKEVIEW CHEESE CO. LLC, a Nevada limited liability company ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among the Assignor, the Assignee and the other parties thereto dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor is agreeing to sell, assign, convey and transfer certain assets to Assignee, in return for the assumption by Assignee of certain liabilities of Assignor, in order to cause Buyer (as defined in the Purchase Agreement) to consummate its obligations under the Purchase Agreement; and

WHEREAS, Assignor possesses Intellectual Property (as defined in the Purchase Agreement) which is actually used by and intended to be held by Assignee in the Business; and

WHEREAS, the Assignee and the Assignor desire that all of the Assignor's respective rights, titles and interests in and to all Intellectual Property be assigned, transferred, conveyed and delivered to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assign to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Rights.

(a) Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all right, title and interest in and to any and all Intellectual Property owned or used by Assignor (including, but not limited to, the Intellectual Property listed on Exhibit A hereto, including any and all common law rights associated with the Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's use and benefit and for the use and benefit of the Assignee's successors and assigns.

(b) Further Assurances. The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at such Assignee's request from time to time, to secure the rights assigned hereby and to obtain and/or transfer the Intellectual Property, and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession

relating to such applications and registrations to the Assignee after the execution of this Agreement.

2. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(c) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

**ASSIGNOR:**

**LAKEVIEW CHEESE CO. LLC**

By: 

Name: Gregory J. Gaglio

Title: President and Chief Executive Officer

[Signature Page to IP Assignment-- LVC to LVCP]

**TRADEMARK**  
**REEL: 006394 FRAME: 0691**

ASSIGNEE:

LAKEVIEW CHEESE PRODUCTS, LLC


By:   
Name: Ken A. Johnson  
Title: Chief Executive Officer and Secretary

EXHIBIT A

Trademark and Service Mark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Banquet	U.S. – 790,802	June 8, 2025
Banquet	U.S. – 2,446,100	April 24, 2021
Banquet	Mexico – 698433	October 13, 2020
Banquet La Fiesta	U.S. – Abandoned	N/A
Fiesta	U.S. – 927,849	Expired
Fiesta	U.S. – 2,894,812	Expired
Gold Nugget	U.S. – 654,197	Expired
Gold Nugget	U.S. – 3,853,156	September 28, 2019
Grand Teton	U.S. – 632,380	August 7, 2026
Grand Teton	Mexico – 688,245	April 18, 2020
La Fiesta	U.S. – 2,577,190	June 11, 2022
Lakeview	U.S. – 3,943,940	April 12, 2021

Trademark and Service Mark Registration Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Gaglio	U.S. – 86,169,929	January 20, 2014 <b>Abandoned October 26, 2014</b>
Italia	U.S. – 87,718,273	July 28, 2011 <b>Abandoned May 24, 2012</b> Lakeview has resumed efforts to obtain this trademark.
Italia Brand	U.S. – 85,383,916	July 28, 2011 <b>Abandoned May 24, 2012</b> Lakeview has resumed efforts to obtain this trademark.
Lakeview Italiano	U.S. – 85,500,965	December 21, 2011 <b>Abandoned September 28, 2012</b>
Silver State	U.S. – 87,718,277	December 12, 2017

Material Unregistered Trademarks and Service Marks

1. Italia
2. Italia Brand
3. Lakeview Italiano
4. Silver State
5. Gaglio

Internet Domain Names and Social Media Account Registrations and Passwords

1. <http://www.lakeviewcheese.com>

2. <http://www.banquetcheese.com>

Information Systems

1. Lakeview's databases of customers, suppliers, and other parties.