

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aunt Bessie's Limited		07/02/2018	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	William Jackson Food Group Limited		
Street Address:	The Riverside Building, Livingstone Road		
City:	Hessle, East Yorkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	HU13 0DZ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4384562	EAST RIDING FARM	
Registration Number:	5271942	EAST RIDING FARM	
Registration Number:	4411542	EAST RIDING FARM	
Registration Number:	5448931	EAST RIDING FARM	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7864		
Email:	Assignments@bakerlaw.com		
Correspondent Name:	Deborah A. Wilcox		
Address Line 1:	127 Public Square, Suite 2000, Key Tower		
Address Line 2:	Baker & Hostetler, LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	044517.000001		
NAME OF SUBMITTER:	Deborah A. Wilcox		
SIGNATURE:	/Deborah A. Wilcox/		
DATE SIGNED:	08/22/2018		
Total Attachments: 8			

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Dated

2 July

2018

AUNT BESSIE'S LIMITED

WILLIAM JACKSON FOOD GROUP LIMITED

IP ASSIGNMENT

This Agreement is made on

2 July

2018

Between

- (1) **Aunt Bessie's Limited** (No. 03974460) whose registered office is at The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ, United Kingdom (**Assignor**); and
- (2) **William Jackson Food Group Limited** (No. 03974470) whose registered office is at The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ, United Kingdom (**Assignee**).

Whereas

- (A) The Assignor is the beneficial owner and registered proprietor of the Assignor's IP (as defined below).
- (B) The parties have agreed that the Assignor's IP should be transferred by the Assignor to the Assignee for the consideration and on the terms and subject to the conditions set out in this Agreement.

It is agreed

1 Definitions and Interpretation

1.1 In this Agreement:

Assigned Rights means all rights assigned or to be assigned to the Assignee pursuant to clause 2 (Assignment)

Assignor's IP means all Intellectual Property Rights relating to the "East Riding Farm" business and brand owned by the Assignor or any member of the Assignor's Group as at the date of this Agreement, including the registered trade marks and the unregistered trade marks set out in the attached Schedule

Group means, in relation to a company, that company, any subsidiary undertaking and any parent undertaking from time to time of that company and any subsidiary undertaking from time to time of a parent undertaking of that company and each undertaking in a Group is a member of the Group

Intellectual Property Rights means copyrights and related rights, (including rights in computer software), patents, rights to inventions, trade marks, trade names, service marks, business names (including internet domain names), goodwill and the right to sue for passing off, design rights, database rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration and renewals or extensions of, and rights to claim priority from, such rights) which subsist anywhere in the world

SPA means the share purchased agreement for the sale of the entire issued share capital of Aunt Bessie's Limited entered into between William Jackson & Son Limited, the Assignor and Nomad Foods Europe Limited dated on 1 June 2018

VAT means added tax chargeable under the Value Added Tax Act 1995 as well as all similar or equivalent taxes imposed in any relevant territory

- 1.2 The attached Schedule forms part of this Agreement and references to this Agreement include the Schedule.
- 1.3 References in this Agreement to recitals, clauses and schedules are to recitals and clauses of, and schedules to, this Agreement.
- 1.4 In this Agreement, a reference to a party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 In this Agreement, unless the context otherwise requires, words importing a gender include every gender, references to the singular include the plural and vice versa and words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Headings in this Agreement shall not affect the interpretation of this Agreement.
- 1.8 In this Agreement, the words "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2 Assignment

- 2.1 In consideration of the Assignee agreeing to pay the sum of £1 (one pound sterling inclusive of VAT) to the Assignor, the sufficiency and receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, and shall procure that each member of the Assignor's Group shall assign, to the Assignee absolutely and with effect upon the date of this Agreement all of the following:
 - (a) all of its right, title and interest in and to the Assignor's IP and all rights, powers, immunities and privileges conferred on the Assignor, or the relevant member of the Assignor's Group (as applicable) as their proprietor;
 - (b) its right to apply for and obtain registered protection throughout the world with respect to the Assignor's IP together with its right to claim priority from any applications with the intent that such protection shall be in the name of and shall vest in the Assignee absolutely;
 - (c) all its rights including statutory and common law rights attaching to and represented by the Assignor's IP together with the goodwill of the business exclusively relating to the goods or services in respect of which the Assignor's IP are registered or used; and
 - (d) its right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Assignor's IP whether occurring before, on or after the date of this Agreement.
- 2.2 The Assignor undertakes that following the date of this Agreement it shall, and shall procure that the members of its Group shall:

- (a) subject to the terms of the Transitional Services Agreement (as defined in the SPA), cease use of the Assignor's IP; and
- (b) not register or acquire or make any application to obtain any trade mark or domain name that includes any of the Assignor's IP.

3 Warranties

The assignor does not make, nor shall be deemed to have made, to the Assignee any express or implied representation, guarantee or warranty in this Agreement with respect to any of the Assigned Rights.

4 Further Assurance

For a period of four months from the date of this Agreement, the Assignor shall, and shall procure that each relevant member of its Group shall, and shall use reasonable endeavours to procure that any other third party shall, execute such further documents and do such further acts and things, in each case as the Assignee may reasonably request from time to time for the purpose of giving full effect to this Agreement, including registration of the Assignee as registered proprietor of the Assignor's IP.

5 Entire Agreement

This Agreement sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.


6 General


- 6.1 **Acknowledgment:** Each party acknowledges that in entering into this Agreement it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to this Agreement or not) that is not set out in this Agreement. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. Nothing in this Agreement shall, however, limit or exclude any liability for fraud.
- 6.2 **Variation:** No variation of this Agreement shall be effective unless it is in writing and is signed by or on behalf of each of the parties.
- 6.3 **Waiver:** Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing.
- 6.4 **Severability:** The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 6.5 **Law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

- 6.6 **Third Party Rights:** No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 6.7 **Jurisdiction:** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by the parties or their duly authorised representatives on the date of this Agreement.

The Schedule

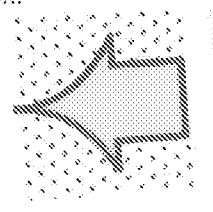
EAST RIDING FARM	United States of America	4384562	13-Aug-2013	30: Popovers; Yorkshire puddings.	Renewal Due 13-Aug-2023 Declaration Of Use Due 13-Aug-2019
EAST RIDING FARM	United States of America	5271942	22-Aug-2017	29: Foodstuffs, namely, frozen, prepared, and/or packaged dishes consisting wholly or principally of potatoes, namely, roast potatoes, potato chips, potato wedges, potato croquettes, mashed potatoes, dauphinois potatoes, potato fries; foodstuffs namely, frozen, prepared, and/or packaged dishes consisting wholly or principally of sweet potatoes, namely, roast sweet potatoes, sweet potato chips, sweet potato wedges, sweet potato croquettes, mashed sweet potatoes, dauphinois sweet potatoes, sweet potato fries.	Renewal Due 22-Aug-2027 Declaration Of Use Due 22-Aug-2023
	United States of America	4411542	01-Oct-2013	30: Popovers; Yorkshire puddings.	Renewal Due 01-Oct-2023 Declaration Of Use Due 01-Oct-2019

	United States of America	86/838434	03- Dec- 2015	29: Foodstuffs consisting wholly or principally of potatoes, namely, roast potatoes, potato chips, potato wedges, potato croquettes, mash potato, pommes dauphinoises, fries; foodstuffs consisting wholly or principally of sweet potatoes, namely, roast potatoes, potato chips, potato wedges, potato croquettes, mash potato, pommes dauphinoises, fries.	Application Published 25-Oct- 2016
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Signed by *Gary Umston*
duly authorised for and on behalf of
**WILLIAM JACKSON FOOD GROUP
LIMITED**

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Gary Umston



Signed by *Gary Umston*
duly authorised for and on behalf of
AUNT BESSIE'S LIMITED

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Gary Umston
