

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511176

<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>
Schwan's IP, LLC		02/22/2019	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cygnus Home Service, LLC		
<b>Street Address:</b>	8500 Normandale Lake Boulevard, 23rd Floor		
<b>City:</b>	Bloomington		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55437		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1570035	GOLD "N" NUGIT	
<b>Registration Number:</b>	1570036	GOLD "N" NUGIT	
<b>Registration Number:</b>	3123698		
<b>Registration Number:</b>	4311342	LIVESMART	
<b>Registration Number:</b>	4492620	OPEN YOUR DOOR TO DELICIOUS	
<b>Registration Number:</b>	1755969	PUSH-EMS	
<b>Registration Number:</b>	1496009	QUIK TATERS	
<b>Registration Number:</b>	2168335	RASPBERRY RUMBLE	
<b>Registration Number:</b>	3054830	SILVERMINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>			
<b>Phone:</b>	6127667000		
<b>Email:</b>	trademark@faegrebd.com		
<b>Correspondent Name:</b>	Rob Leonard/Sarah House		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		

OP \$240.00 1570035

<b>ATTORNEY DOCKET NUMBER:</b>	477186.1
<b>NAME OF SUBMITTER:</b>	Sarah M. House
<b>SIGNATURE:</b>	/Sarah M House/
<b>DATE SIGNED:</b>	02/22/2019

**Total Attachments: 7**

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**SIP TRADEMARK ASSIGNMENT AGREEMENT**

This SIP TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of February 22, 2019 (the “**Effective Date**”), is made and entered into by and between Schwan’s IP, LLC, a Minnesota limited liability company (“**Assignor**”), and Cygnus Home Service, LLC, a Minnesota limited liability company (“**Cygnus**” or “**Assignee**”) (each a “**Party**,” and collectively, the “**Parties**”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Stock Purchase Agreement (defined below).

WHEREAS, CJ Foods DE Corp., a Delaware corporation (“**Buyer**”), CJ Foods Corp., a Delaware corporation (“**Buyer Holdco**”), Schwan’s Company (the “**Company**”), the 1976 Trust and the 3G Trust (the 3G Trust together with the 1976 Trust, “**Sellers**”) have entered into that certain Stock Purchase Agreement, dated as of November 15, 2018 (the “**Stock Purchase Agreement**”) pursuant to which, among other things, Sellers have agreed to sell or contribute all of the outstanding equity interests of the Company to Buyer and Buyer Holdco, on the terms and subject to the conditions of the Stock Purchase Agreement.

WHEREAS, Cygnus is a Subsidiary of the Company and operates the Company’s Home Service Business;

WHEREAS, Assignee desires to use the Assigned Trademarks (defined below) in Assignee’s operation of the Home Service Business;

WHEREAS, the transfer of the Assigned Trademarks (defined below) is part of the HSB Distribution, which is included in the HSB Carve-Out Transactions contemplated by the Stock Purchase Agreement, and completion of the HSB Carve-Out Transactions is a condition to the Closing; and

WHEREAS, Assignee desires to receive from Assignor, and Assignor is willing to assign, or cause to be assigned, to Assignee, the Assigned Trademarks, on the terms and subject to the conditions of this Assignment.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Stock Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Assigned Trademarks. “**Assigned Trademarks**” means each of the trademarks set forth on Schedule A hereto.

Section 2. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance of, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, as applicable, all goodwill symbolized thereby and connected therewith, all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto, all rights therein provided by international conventions and treaties, all rights of priority and renewals, all rights to sue and recover damages and all other remedies for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith, the right, if any, to register, prosecute, maintain and defend the Assigned

Trademarks before any public or private agency or registrar and all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, and all other rights corresponding thereto throughout the respective jurisdictions where Assignor holds rights in the Assigned Trademarks; with the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, assignment, transfer and conveyance had not been made.

Section 3. Further Assurances.

(a) Assignor shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's interest in, to and under the Assigned Trademarks (including with any applicable Governmental Authorities), and for any and all costs (including legalization costs), expenses and fees associated therewith.

(b) Assignor agrees that with respect to the Assigned Trademarks (including with respect to any Assigned Trademarks that are registered or applied-for in a jurisdiction outside of the United States), it will enter into an assignment agreement suitable for recording in the relevant jurisdictions with terms and conditions substantially similar to those set forth in this Assignment, except for any different terms and conditions that would be legally necessary in a recordable assignment agreement for the respective local jurisdiction and will file such executed agreement with the applicable Governmental Authority. For the avoidance of doubt, the preparation and filing of the foregoing agreements shall be the responsibility of Assignee.

(c) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 3(a) or Section 3(b) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not, and shall cause its Affiliates not to, enter into any agreement in conflict with this Assignment.

Section 4. Due Authorization. To the extent applicable, Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment, and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks to and in the name of Assignee.

Section 5. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment, will be exclusively governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without reference to principles of conflicts of law to the extent such principles would require or permit the application of laws of another jurisdiction.

Section 6. Jurisdiction. Each Party agrees (a) to submit to the personal jurisdiction of the State or Federal courts in the Borough of Manhattan, The City of New York, and (b) that exclusive jurisdiction and venue shall lie in the State or Federal courts in the State of New York.

Section 7. Waiver of Jury Trial. Each Party hereby waives to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any proceeding arising out of or in connection with this Assignment or the transactions contemplated hereby or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise). Each Party (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of any Proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it and the other Party hereto have been induced to enter into this Assignment by, among other things, the mutual waivers and certifications in this Section 7.

Section 8. Counterparts. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the Parties and delivered, in person or by facsimile or electronic image scan, receipt acknowledged, to the other Party.

Section 9. Entire Agreement; Amendment; Waiver. This Assignment, including the schedules hereto, the Stock Purchase Agreement, the Transition Services Agreement, the Supply Agreement, the IP Assignment Agreement, the Trademark Assignment Agreement, the License Agreement, the Tax Matters Agreement and the other Ancillary Documents, including the schedules, exhibits and annexes thereto, constitute the entire agreement between the Parties pertaining to the subject matter herein and supersede any other existing representation, warranty, covenant, agreement, or similar assurance (whether direct or indirect, written or oral, or statutory, express or implied) of any Party regarding such subject matter (and there is no other representation, warranty, covenant, agreement, or similar assurance of any Party regarding such subject matter). No supplement, modification or amendment hereof will be binding unless expressed as such and executed in writing by each Party. Except to the extent as may otherwise be stated herein, no waiver of any term hereof will be binding unless expressed as such in a document executed by the Party making such waiver (and then only to the extent so expressed). No waiver of any term hereof will be a waiver of any other term hereof, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated herein, failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply.

Section 10. Severability. If any term of this Assignment is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this Assignment will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by Applicable Law, but as close to the Parties' original intent as is permissible.

Section 11. Interpretation; Construction. In this Assignment:

(a) the headings are for convenience of reference only and will not affect the meaning or interpretation of this Assignment;

(b) the words “herein,” “hereunder,” “hereby” and similar words refer to this Assignment as a whole (and not to the particular sentence, paragraph or Section where they appear);

(c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise;

(d) unless expressly stated herein to the contrary, reference to any document means such document as amended or modified and as in effect from time to time in accordance with the terms thereof;

(e) unless expressly stated herein to the contrary, reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time, including any rule or regulation promulgated thereunder;

(f) the words “including,” “include” and variations thereof are deemed to be followed by the words “without limitation”;

(g) “or” is used in the sense of “and/or”; “any” is used in the sense of “any or all”; and “with respect to” any item includes the concept “of,” “under” or “regarding” such item or any similar relationship regarding such item;

(h) unless expressly stated herein to the contrary, reference to a document, including this Assignment, will be deemed to also refer to each annex, addendum, exhibit, schedule or other attachment thereto;

(i) unless expressly stated herein to the contrary, reference to an Article, Section, Schedule or Exhibit is to an article, section, schedule or exhibit, respectively, of this Assignment;

(j) the phrase “the date hereof” means the date of this Assignment, as stated in the first paragraph hereof; and

(k) the Parties participated jointly in the negotiation and drafting of this Assignment and the documents relating hereto, and each Party was (or had ample opportunity to be) represented by legal counsel in connection with this Assignment and such other documents and each Party’s counsel has reviewed and revised (or had ample opportunity to review and revise) this Assignment and such other documents; therefore, if an ambiguity or question of intent or interpretation arises, then this Assignment and such other documents will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms hereof or thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

**ASSIGNOR:**

**SCHWAN'S IP, LLC**



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By: Brian R. Sattler  
Title: Manager

**ASSIGNEE:**

**CYGNUS HOME SERVICE, LLC**

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By: Joe Kirby  
Title: President

*[Signature Page to SIP Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 006570 FRAME: 0647**

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:


SCHWAN'S IP, LLC

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By: Brian R. Sattler  
Title: Manager

ASSIGNEE:

CYGNUS HOME SERVICE, LLC



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By: Joe Kirby  
Title: President

*[Signature Page to SIP Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006570 FRAME: 0648**



**SCHEDULE A**

**ASSIGNED TRADEMARKS**

<b>Mark/Design</b>	<b>Jurisdiction</b>	<b>Serial No. &amp; Reg. No.</b>
GOLD 'N' NUGIT	United States	73-651621 1,570,035
GOLD 'N' NUGIT (stylized)	United States	73-651623 1,570,036
INCA GOLD (Color Mark)	United States	78-700203 3,123,698
LIVSMART	United States	85-321523 4,311,342
OPEN YOUR DOOR TO DELICIOUS	United States	85-980763 4,492,620
PUSH-EMS	United States	74-016956 1,755,969
QUIK TATERS	United States	73-681689 1,496,009
RASPBERRY RUMBLE	United States	75-166399 2,168,335
SILVERMINT	United States	78-562163 3,054,830

*[Schedule A to SIP Trademark Assignment Agreement]*