

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Troyer Cheese, Inc.		02/15/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Lipari Foods Operating Company, LLC		
Street Address:	26661 Bunert Road		
City:	Warren		
State/Country:	MICHIGAN		
Postal Code:	48089		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3224443	AMISH WEDDING	
Registration Number:	4011407	BACKROAD COUNTRY	
Registration Number:	4018428	BACKROAD COUNTRY	
Registration Number:	4619994	EDNA LUCILLE	
Registration Number:	3158693	"FROM OHIO'S AMISH LAND" TROYER	
Registration Number:	3907662	LIGHTNING JACK	
Registration Number:	5494187	QUALITY AMISH FOODS SINCE 1959	
Registration Number:	3819647	RICH IN TRADITION RICH IN TASTE	
Registration Number:	4270185	TROYER	
Registration Number:	4270186	TROYER SINCE 1959	
Serial Number:	87925876	DOUBLE YOLK	
Serial Number:	87925954	DOUBLE YOLK NOODLE	
Serial Number:	88212601	DOUBLE YOLK RICH, FULLER FLAVOR	
Serial Number:	88132628	GOOD FOOD. MADE RIGHT.	
Serial Number:	88182915	NATURALLY PICKLED	
Serial Number:	87721075	KRAUT RELISH	
Serial Number:	88144686	SINCE 1959 TROYER BRANDS GOOD FOOD. MADE	
Serial Number:	87925790	SOMMERS	
Serial Number:	87922231	SOMMERS FOODS	

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Property Type	Number	Word Mark
Serial Number:	87922220	SOMMERS NOODLES
Serial Number:	87922199	SOMMERS PASTA
Serial Number:	88132594	TROYER BRANDS
Serial Number:	88132634	TROYER BRANDS GOOD FOOD. MADE RIGHT.

CORRESPONDENCE DATA

Fax Number: 2486894071

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.

Phone: 2486893500

Email: shovlin@reising.com

Correspondent Name: Colleen N. Shovlin

Address Line 1: 755 West Big Beaver Road, Suite 1850

Address Line 2: Suite 1850

Address Line 4: Troy, MICHIGAN 48084

ATTORNEY DOCKET NUMBER: 7663-3000-0

NAME OF SUBMITTER: Colleen N. Shovlin

SIGNATURE: /Colleen N. Shovlin/

DATE SIGNED: 03/05/2019

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**IP Assignment**”), dated as of February 15, 2019, is made by Troyer Cheese, Inc., an Ohio corporation (“**Troyer**”), Amish Wedding Foods, Inc., an Ohio corporation (“**Amish Wedding Foods**”), Troyer Bros. Trucking, Ltd., an Ohio limited liability company (“**Troyer Bros. Trucking**” and collectively with Troyer and Amish Wedding Foods, the “**Sellers**”), in favor of Lipari Foods Operating Company, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of the Sellers pursuant to the Purchase Agreement by and among Sellers, each of the equityholders of the Sellers, the beneficiaries of the equityholders of the Sellers, the Buyer, and Lipari Parent Holdings, L.P., a Delaware limited partnership (“**Parent**” and together with Buyer, the “**Buyer Parties**”), dated as of the date hereof (the “**Purchase Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, the Sellers have conveyed, transferred and assigned to the Buyer Parties, among other assets, certain Intellectual Property Assets of the Sellers, and have agreed to execute and deliver this IP Assignment for recording with any registrar of intellectual property rights, including without limitation the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, Sellers agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby irrevocably convey, transfer and assign to the Buyer, and Buyer hereby accepts, all of the Sellers’ right, title and interest in and to the following:

(a) all patents, patent applications, patent disclosures, and statutory invention registrations owned by the Sellers including any counterparts of any of the foregoing worldwide, and including all provisional, divisionals, continuations, continuations-in-part, requests for continued examination, continued prosecution applications, re-issues, re-examinations, and any patents issuing or granted from any of the foregoing applications or claiming priority to any of the foregoing applications or patents or serving as a basis for a claim of priority for any of the foregoing applications or patents (the “**Patents**”), including by way of non-limiting example, the Patents listed in Schedule 1 hereto;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin owned by the Sellers, including, by way of non-limiting example, the unregistered trademarks listed in Schedule 2 hereto (the “**Marks**”);

(c) all internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs owned or controlled by the Sellers, including, by way of non-limiting example, the domain names and accounts set forth on Schedule 3 hereto;

(d) all published and unpublished works of authorship owned by the Sellers, including all copyright rights therein and all industrial designs, industrial models and proprietary design and including, by way of non-limiting example, the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule 4 hereto and all issuances, extensions and renewals thereof (collectively, the “Works”), including without limitation (i) the entirety of all common law and statutory copyrights in the Works; (ii) all copyright registrations or copyright applications covering the Works, and all renewals and extensions thereof; (iii) all rights of reproduction in any and all media based upon the Works; (iv) all rights to prepare any derivative works based on the Works; (v) all rights to distribute (including, without limitation, distribute electronically) copies of the Works in any and all media to the public by sale or other transfer of ownership or by rental, lease, or lending; and (vi) all rights to display in any and all media and perform the Works publicly;

(e) all rights of any kind whatsoever of the Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(h) together with the goodwill of the Business connected with the use of, and symbolized by, the foregoing.

2. Recordation and Further Actions. The Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, the Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto.

3. Moral Rights. Buyer and its successor(s), as owner of the Works, may use the Works for any lawful purpose without restriction, and the Sellers waive any and all moral rights the Sellers had, have or may have in or to the Works in the United States of America and all other countries, including, without limitation, any rights the Sellers may have under 17 U.S.C. § 106A or any other law, rule or regulation in any jurisdiction.

4. Terms of the Purchase Agreement. . The provisions of this IP Assignment are subject in all respects to the terms of the Purchase Agreement. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by any authorized signatory of the party or parties to be affected thereby. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any provision of law or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

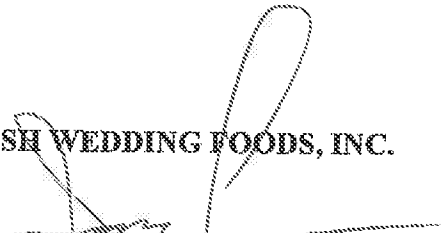
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sellers have duly executed and delivered this IP Assignment as of the date first above written.

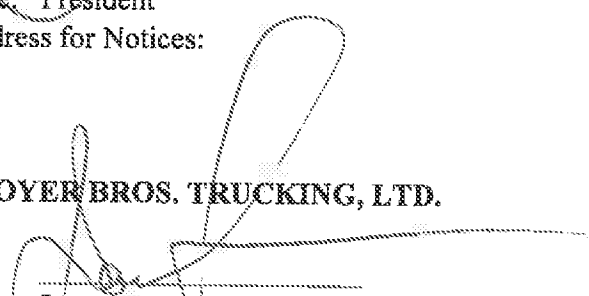
TROYER CHEESE, INC.

By: 
Name: James Troyer
Title: President
Address for Notices:

AMISH WEDDING FOODS, INC.

By: 
Name: James Troyer
Title: President
Address for Notices:

TROYER BROS. TRUCKING, LTD.

By: 
Name: James Troyer
Title: Manager
Address for Notices:

[Signature Page to Intellectual Property Assignment]

AGREED TO AND ACCEPTED:

LIPARI FOODS OPERATING
COMPANY, LLC

By: 

Name: Curtis Groves

Title: Chief Financial Officer

Address for Notices:

26661 Bunert Road

Warren, MI 48089

[Signature Page to Intellectual Property Assignment]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

SCHEDULE 2

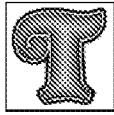
ASSIGNED TRADEMARKS

Unregistered Trademarks:

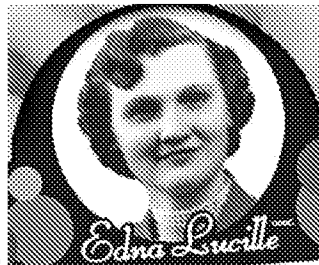
- 1) Amish Wedding Foods
- 2) Troyer: for goods and services not subject to U.S. Federal Registration 4,270,185



- 3) Troyer Logo
- 4) Troyer Cheese
- 5) "T"



- 6) "T" Logo
- 7) Troyer Bros Trucking



- 8) Edna Lucille Logo
- 9) Edna's Essentials



- 10) Edna's Essentials Logo
- 11) Naturally Good

SCHEDULE 3

ASSIGNED DOMAIN NAMES AND ACCOUNTS

Unregistered Copyrights:

- 1) Website content of the www.amishweddingfoods.com and www.amishweddingfoods.info
- 2) Website content of www.troyercheese.com
- 3) Advertising and promotional literature
- 4) [YOUTUBE VIDEO: JAMES & JOHN \(TROYER CHEESE CO.\)](#)

Domain Names:

www.amishweddingfoods.com

www.amishweddingfoods.info

www.troyercheese.com

Social Media:

www.facebook.com/TroyerCheeseInc/

www.instagram.com/troyercheeseinc/*

<https://www.pinterest.com/troyercheese/>*




<https://www.linkedin.com/company/troyer-cheese-co/>*


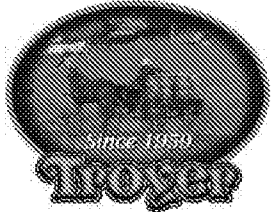
<https://www.linkedin.com/company/amish-wedding-foods-inc./>*

SCHEDULE 4

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS



Registered Trademarks:

Trademark	Country	Filing Date	Registration Number	Registration Date	Renewal Date
Amish Wedding & Design 	United States	November 17, 2005	3,224,443	April 3, 2007	April 3, 2027
Backroad Country	United States	September 30, 2010	4,011,407	August 16, 2011	August 16, 2021
Backroad Country & Design 	United States	October 4, 2010	4,018,428	August 30, 2011	August 30, 2021
Backroad Country	Canada	December 3, 2013	TMA912307	August 25, 2015	August 25, 2030
Backroad Country & Design 	Canada	December 3, 2013	TMA912308	August 25, 2015	August 25, 2030
Edna Lucille	United States	December 17, 2013	4,619,994	October 14, 2014	October 14, 2020


Edna Lucille	Canada	June 25, 2014	TMA910347	August 5, 2015	August 5, 2030
"From Ohio's Amish Land" Troyer & Design 	United States	December 9, 2005	3,158,693	October 17, 2006	October 17, 2026
Lightning Jack	United States	June 4, 2010	3,907,662	January 18, 2011	January 18, 2021
Quality Amish Foods Since 1959	United States	July 24, 2017	5,494,187	June 12, 2018	June 12, 2024
Rich in Tradition Rich in Taste	United States	July 17, 2009	3,819,647	July 13, 2010	July 13, 2020
Troyer	United States	July 17, 2009	4,270,185	January 8, 2013	January 8, 2023
Troyer Since 1959 & Design 	United States	July 17, 2009	4,270,186	January 8, 2013	January 8, 2023

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Pending Applications:

Trademark	Country	Application Number	Filing Date	Status
Double Yolk	United States	87/925,876	May 17, 2018	Pending
Double Yolk	Canada	1,942,022	January 22, 2019	Pending
Double Yolk Noodle	United States	87/925,954	May 17, 2018	Pending
Double Yolk Noodle	Canada	1,942,024	January 22, 2019	Pending
Double Yolk Rich, Fuller Flavor & Design 	United States	88/212,601	November 30, 2018	Pending
Double Yolk Rich, Fuller Flavor & Design 	Canada	1,942,023	January 22, 2019	Pending
Good Food. Made Right.	United States	88/132,628	September 26, 2018	Pending
Naturally Pickled	United States	88/182,915	November 6, 2018	Pending
Kraut Relish	United States	87/721,075	December 14, 2017	Pending

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Kraut Relish	Canada	1,899,415	May 16, 2018	Pending
Since 1959 Troyer Brands Good Food. Made Right. & Design 	United States	88/144,686	October 5, 2018	Pending
Sommers	United States	87/925,790	May 17, 2018	Pending
Sommers Foods	United States	87/922,231	May 15, 2018	Pending
Sommers Noodles	United States	87/922,220	May 15, 2018	Pending
Sommers Pasta	United States	87/922,199	May 15, 2018	Pending
Troyer Brands	United States	88/132,594	September 26, 2018	Pending
Troyer Brands Good Food. Made Right.	United States	88/132,634	September 26, 2018	Pending

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