

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gilman Cheese Corporation		02/28/2019	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Gilman Acquisition Inc.		
Street Address:	300 S. Riverside Drive		
City:	Gilman		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4939979	GILMAN CHEESE CORPORATION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	03/13/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of February 28, 2019 between GILMAN CHEESE CORPORATION, a Wisconsin corporation ("Assignor"), and GILMAN ACQUISITION INC., a Wisconsin corporation ("Assignee").

RECITALS

- A. Pursuant to an Asset Purchase and Contribution Agreement dated as of the date hereof (the "Agreement") by and among Assignor, Assignee, Thomas P. Hand and Charlene D. Hand, Assignee has agreed to purchase substantially all of the assets of Assignor, including the trademark listed on Exhibit A attached hereto.
- B. Assignor is the owner of the Assigned Trademark (as defined below).
- C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title and interest in and to the Assigned Trademark to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title, and interest in the Assigned Trademark to Assignee.

AGREEMENT

For good and valuable consideration, including that recited in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademark as follows:

1. Definition of the Assigned Trademark. The term "Assigned Trademark" shall mean the trademark registration listed on Exhibit A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.
2. Assignment of the Assigned Trademark. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademark.
3. Further Assurances. Assignor agrees to take all reasonable and necessary steps to implement the provisions of this Assignment. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment; provided, however, that Assignor is not required to incur any costs in connection therewith.
4. Governing Law. This Assignment shall be governed by the laws of the state of Wisconsin and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

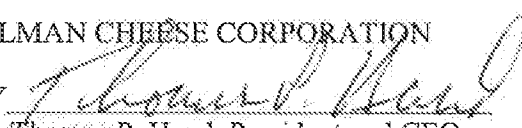
[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

GILMAN CHEESE CORPORATION

BY


Thomas P. Hand, President and CEO

ASSIGNEE:

GILMAN ACQUISITION INC.

BY

Sequoia Borgman, President

Signature Page to Trademark Assignment

TRADEMARK
REEL: 006590 FRAME: 0251

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

GILMAN CHEESE CORPORATION

BY _____
Thomas P. Hand, President and CEO

ASSIGNEE:

GILMAN ACQUISITION INC.

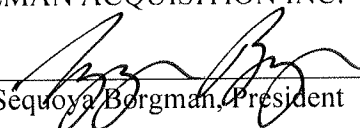
BY  _____
Sequoya Borgman, President

EXHIBIT A

Assigned Trademark

Literal Element	Country	Application No. Filing Date	Registration No. Reg. Date	Class Goods	Mark
GILMAN CHEESE CORPORATION	US	86691341 July 13, 2015	4939979 April 19, 2016	29 Cheese; Cheese Food	