

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536298

<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>
Hometown Foods USA, Inc.		08/01/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hometown Foods USA, LLC		
<b>Street Address:</b>	11800 NW 102 Road, Suite 6		
<b>City:</b>	Medley		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33178		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88419046	MRS. W'S MARVELOUS CAKES FAMILY BAKERS S	
<b>Serial Number:</b>	88442027	MRS. W'S WONDERLICIOUS CAKES FAMILY BAKE	
<b>Serial Number:</b>	87824321	BRINGING BACK THE BUNDT!	
<b>Registration Number:</b>	4469764	GOLD'N KRACKLE	
<b>Registration Number:</b>	4638662	THE ARTISAN DIPPING SNACK	
<b>Registration Number:</b>	4995065	MRS. WONDERFUL'S CAKES FAMILY BAKERS SIN	
<b>Registration Number:</b>	1327498	BAGELMANIA	
<b>Registration Number:</b>	1060935	"IF A SEA GULL FLIES OVER THE SEA, WHAT	
<b>Registration Number:</b>	2198598	GOLD 'NKRACKLE	
<b>Registration Number:</b>	2246970	ALL BAGELS ARE NOT CREATED EQUAL	
<b>Registration Number:</b>	1240673	BAGELMANIA	
<b>Registration Number:</b>	2172187		
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	248-566-8452		
<b>Email:</b>	jhetu@honigman.com		
<b>Correspondent Name:</b>	Jennifer M. Hetu		
<b>Address Line 1:</b>	Honigman LLP		
<b>TRADEMARK</b>			

CH \$315.00 88419046

**Address Line 2:** 39400 Woodward Ave, Suite 101  
**Address Line 4:** Bloomfield Hills, MICHIGAN 48304

**NAME OF SUBMITTER:** Jennifer M. Hetu, Esq.

**SIGNATURE:** /jmh/

**DATE SIGNED:** 08/13/2019

**Total Attachments: 7**  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), dated effective as of August 1, 2019, is between **HOMETOWN FOODS USA, INC.**, a Florida corporation (“**Assignor**”), and **HOMETOWN FOODS USA, LLC**, a Delaware limited liability company (“**Assignee**”). Assignee and Assignor are referred to herein individually as a “**Party**” and collectively, as the “**Parties**”.

### **RECITALS:**

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement as of the date hereof whereby Assignor has agreed to sell the Acquired Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Acquired Assets (the “**Agreement**”);

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks of Assignor associated with the Acquired Assets as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the trademarks and service marks listed in **Exhibit A** (the “**Marks**”), together with all of the goodwill associated with and symbolized by the Marks.

2. **Rights.** The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Marks and all rights to sue for past, present or future infringement, misappropriation or other violation of the Marks, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, or assist any third party in any of the foregoing.

3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.

4. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

5. **Conflict With Agreement.** This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

9. **Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**

**HOMETOWN FOODS USA, INC.**

By: 

Name: Gary Schwartzberg

Title: Authorized Signatory

**ASSIGNEE:**

**HOMETOWN FOODS USA, LLC.**

By: \_\_\_\_\_

Name: Brian C. Chung

Title: Chief Financial Officer, Treasurer  
and Secretary

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**

**HOMETOWN FOODS USA, INC.**

By: \_\_\_\_\_  
Name: Gary Schwartzberg  
Title: Authorized Signatory

**ASSIGNEE:**


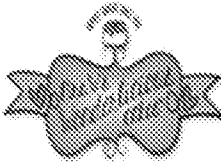
**HOMETOWN FOODS USA, LLC.**

By:  \_\_\_\_\_  
Name: Brian C. Chung  
Title: Chief Financial Officer, Treasurer  
and Secretary

**EXHIBIT A**


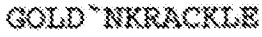


**Marks**

**US Federal Pending Applications**

<b>Mark/Name</b>	<b>Application Dates</b>	<b>Application Number</b>
<u>MRS. W'S MARVELOUS CAKES FAMILY BAKERS SINCE 1931 and Design</u> 	Filed: May 7, 2019	88419046
<u>MRS. W'S WONDERLICIOUS CAKES FAMILY BAKERS SINCE 1931 and Design</u> 	Filed: May 22, 2019	88442027
<u>BRINGING BACK THE BUNDT!</u>	March 7, 2018	87824321

**US Federal Registrations**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
<u>GOLD'N KRACKLE and Design</u> 	Registered January 21, 2014	4469764

<u>THE ARTISAN DIPPING SNACK</u>	Registered Supplemental	4638662
<u>MRS. WONDERFUL'S CAKES FAMILY BAKERS SINCE 1931 and Design</u>  	Registered Supplemental Register July 5, 2016	4995065
<u>BAGELMANIA</u>	Registered: March 26, 1985	1327498
<u>"IF A SEA GULL FLIES OVER THE SEA, WHAT FLIES OVER THE BAY?"</u>	Registered: March 8, 1977	1060935
<u>GOLD 'NKRACKLE (Stylized)</u>  	Registered: October 20, 1998	2198598
<u>ALL BAGELS ARE NOT CREATED EQUAL</u>	Registered: May 25, 1999	2246970
<u>BAGELMANIA and Design</u>  	Registered: May 31, 1983	1240673
<u>Design Only</u>  	Registered: July 14, 1998	2172187



Common Law Marks

