

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535954

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Assignment of General Partnership Interests		
<b>RESUBMIT DOCUMENT ID:</b>	900501998		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lawler Foods, Ltd.		07/20/2016	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lawler Foods, Ltd.		
<b>Street Address:</b>	1219 CARPENTER ROAD		
<b>City:</b>	HUMBLE		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77396		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2574973	NEW YORK COLOSSAL	
<b>Registration Number:</b>	2222062	LAWLER'S DESSERTS	
<b>Registration Number:</b>	2186801	THE BEST FOR LAST	
<b>Registration Number:</b>	2145193	CHOCOLATE ERUPTION	
<b>Registration Number:</b>	1885141	SEDUCTION	
<b>Registration Number:</b>	1605809	TEDDY BAR	
<b>Registration Number:</b>	1584956	LAWLER'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132388008		
<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>	7132388000		
<b>Email:</b>	tmhou@conleyrose.com		
<b>Correspondent Name:</b>	Gregory L. Maag		
<b>Address Line 1:</b>	P.O. Box 3267		
<b>Address Line 4:</b>	Houston, TEXAS 77253-3267		
<b>ATTORNEY DOCKET NUMBER:</b>	3007-00400		
<b>NAME OF SUBMITTER:</b>	Melissa Kirchhoff		

<b>SIGNATURE:</b>	/Melissa Kirchhoff/
<b>DATE SIGNED:</b>	08/09/2019
<b>Total Attachments: 9</b> source=Assignment and Assumption of Partnership Interest#page1.tif source=Assignment and Assumption of Partnership Interest#page2.tif source=Assignment and Assumption of Partnership Interest#page3.tif source=Assignment and Assumption of Partnership Interest#page4.tif source=Cert Amendment#page1.tif source=Cert Amendment#page2.tif source=Cert Amendment#page3.tif source=Edited Cover Sheet 8-9-19#page1.tif source=Assignment Resubmission Note#page1.tif	

**ASSIGNMENT AND ASSUMPTION OF GENERAL PARTNERSHIP INTERESTS**

**THIS ASSIGNMENT AND ASSUMPTION OF GENERAL PARTNERSHIP INTERESTS** (this "Assignment") is made as of the 20<sup>th</sup> day of July, 2016 by LAWLER REAL ESTATE, INC., a Texas corporation ("Assignor"), in favor of LAWLER FOODS GP LLC., a Delaware limited liability company ("Assignee") as assignee of The Original Cakerie Co. ("Buyer") under the Purchase Agreement (as defined below).

WITNESSETH

**WHEREAS**, Assignor is the sole general partner in Lawler Foods, Ltd., a Texas limited partnership f/k/a WJM Industries, Ltd. (the "Partnership"), formed pursuant to and in accordance with the provisions of the Texas Business Organizations Code, and governed by that certain Limited Partnership Agreement dated as of October 11, 1993 (together with all amendments thereto, the "Partnership Agreement").

**WHEREAS**, Assignor owns a 1.00% partnership interest in the Partnership, together with certain rights and interests more particularly set forth in the Partnership Agreement (the aforesaid partnership interest and such rights and interests, the "Interests").

**WHEREAS**, pursuant to the terms of that certain Purchase and Sale Agreement dated as of June 23, 2016 (the "Purchase Agreement"), by and among Assignee, Assignor, and the other parties thereto, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Interests, and by such assignment, has agreed to withdraw as the general partner in the Partnership and Assignee has agreed to accept the Interests from Assignor.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Assignment as if fully set forth herein.
2. Assignment. Assignor does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, all of its right, title and interest in and to the Interests, together with all earnings, distributions, claims, contributions, rights, benefits and privileges belonging or appertaining thereto after the date hereof or held or enjoyed in connection therewith, free and clear of all liens, claims, charges, encumbrances or equities, and limitations on voting, distribution, dividend, or transfer rights, except as set forth in the Partnership Agreement.
3. Purchase Agreement. This Assignment shall not merge with or limit or restrict any provision of the Purchase Agreement and the provisions of the Purchase Agreement shall govern and control the rights and obligations of Assignor and Assignee with respect to all matters described therein, including, without limitation, representations and warranties and indemnification obligations.

4. Withdrawal. Simultaneously with the assignment of the Interests as set forth above, Assignor hereby withdraws as the general partner of the Partnership and agrees that it shall have no further rights or interests in the Partnership or under the Partnership Agreement.

5. Counterpart Copies. This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment.

6. Benefit and Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment, their legal representatives, successors, and permitted assigns.

7. Additional Requirements. The parties shall execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Assignment.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

**[Remainder of Page Intentionally Left Blank;  
Signature Pages Follow]**

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:

LAWLER REAL ESTATE, INC., a Texas  
corporation

By: Carol M. Lawler  
Carol Lawler, President

**ACCEPTANCE**

With reference to the Purchase Agreement, Buyer has assigned its right to purchase the Interests of the Assignor under this Assignment to Lawler Foods GP LLC, a Delaware limited liability company, and Lawler Foods GP LLC does hereby accept the within assignment of the Interests this 20 th day of July, 2016 and assumes and agrees to perform all of the obligations and liabilities of Assignor relating to the Interests to the extent first arising or accruing from after the date hereof.

ASSIGNEE:

Lawler Foods GP LLC

By: 

Name: Dennis O'Brien

Title: Vice President and Secretary

**Form 424**  
**(Revised 05/11)**

Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512/463-5709  
**Filing Fee: See instructions**



**Certificate of Amendment**

This space reserved for office use.

**FILED**  
In the Office of the  
Secretary of State of Texas

**JUL 20 2016**

**Corporations Section**

**Entity Information**

The name of the filing entity is:

Lawler Foods, Ltd.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- |  |   |
|--|---|
| <input type="checkbox"/> For-profit Corporation    | <input type="checkbox"/> Professional Corporation               |
| <input type="checkbox"/> Nonprofit Corporation     | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association   | <input type="checkbox"/> Professional Association               |
| <input type="checkbox"/> Limited Liability Company | <input checked="" type="checkbox"/> Limited Partnership         |

The file number issued to the filing entity by the secretary of state is: 7076910

The date of formation of the entity is: October 27, 1993

**Amendments**

**1. Amended Name**

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

**2. Amended Registered Agent/Registered Office**

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

**RECEIVED**  
**JUL 20 2016**  
**Secretary of State**

**TRADEMARK**  
**REEL: 006743 FRAME: 0896**

Registered Agent  
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

CT Corporation System

OR

B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.			

C. The business address of the registered agent and the registered office address is:

1999 Bryan Street, Suite 900	Dallas	TX	75201
<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### 3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

**Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

**Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Section 5 is hereby amended and restated, in its entirety, and replaced, in its entirety, as set forth below:

"5. The name and mailing/street address of the sole general partner of the partnership is as follows:  
Lawler Foods GP LLC, c/o The Original Cakerie Co., 1345 Cliveden Avenue, Delta, British Columbia,  
V3M 6C7, CANADA."

**Delete** each of the provisions identified below from the certificate of formation.

### Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.



**Effectiveness of Filing** (Select either A, B, or C.)

- A.  This document becomes effective when the document is filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C.  This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

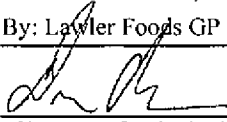
**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: July 20 , 2016

LAWLER FOODS, LTD.

By: By: Lawler Foods GP LLC, its general partner



Signature of authorized person

Dennis O'Brien, Vice President and Secretary

Printed or typed name of authorized person (see instructions)

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527137

<b>SUBMISSION TYPE:</b>		RESUBMISSION	
<b>NATURE OF CONVEYANCE:</b>		Assignment of General Partnership Interests	
<b>RESUBMIT DOCUMENT ID:</b>		900497122	
<b>CONVEYING PARTY DATA</b> <i>composed of: General Partner Lawler Real Estate, Inc., a Texas corporation</i>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lawler Foods, Ltd.		07/20/2016	Limited Partnership: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Lawler Foods, Ltd. → <i>composed of: General Partner Lawler Foods GP LLC, a Delaware limited liability company</i>
<b>Street Address:</b>	1219 CARPENTER ROAD
<b>City:</b>	HUMBLE
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77396
<b>Entity Type:</b>	Limited Partnership: TEXAS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2574973	NEW YORK COLOSSAL
Registration Number:	2222062	LAWLER'S DESSERTS
Registration Number:	2186801	THE BEST FOR LAST
Registration Number:	2145193	CHOCOLATE ERUPTION
Registration Number:	1885141	SEDUCTION
Registration Number:	1605809	TEDDY BAR
Registration Number:	1584956	LAWLER'S

**CORRESPONDENCE DATA**

**Fax Number:** 7132388008  
*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:** 7132388000  
**Email:** tmhou@conleyrose.com  
**Correspondent Name:** Gregory L. Maag  
**Address Line 1:** P.O. Box 3267  
**Address Line 4:** Houston, TEXAS 77253-3267

<b>ATTORNEY DOCKET NUMBER:</b>	3007-00400
<b>NAME OF SUBMITTER:</b>	Gregory L. Maag

Per my teleconference with L. Butler of 6/10/19 at 1:58pm CT, I am trying to update the cover sheet as follows:

Conveying Party: Lawler Foods, Ltd., a Texas limited partnership, composed of General Partner Lawler Real Estate, Inc., a Texas corporation

Receiving Party: Lawler Foods, Ltd., a Texas limited partnership, composed of General Partner Lawler Foods GP LLC, a Delaware Limited Liability Company

However, the ETAS filing system is not generating the "composed of" statement field that it is supposed to generate upon selection of the entity type "limited partnership." I have tried in Internet Explorer, Chrome and Fire Fox, with the same results. I am therefore resubmitting the document and making the updates to the cover sheet via the form that it will allow me make. I ask that the "composed of" statements be entered on your end.

Please call or email with questions.