OP \$240.00 8715235

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM547910

SUBMISSION TYPE: NEW ASSIGNMENT		SUBMISSION TYPE:	NEW ASSIGNMENT
---------------------------------	--	------------------	----------------

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dunford Bakers, Inc.		10/20/2019	Corporation: UTAH

RECEIVING PARTY DATA

Name:	United States Bakery
Street Address:	315 NE 10th Avenue
City:	Portland
State/Country:	OREGON
Postal Code:	97232
Entity Type:	Corporation: OREGON

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87152355	DUNFORD
Registration Number:	5459790	DUNFORD
Registration Number:	5459789	DUNFORD
Registration Number:	5216913	DUNFORD
Registration Number:	5216912	DUNFORD
Registration Number:	5216911	DUNFORD
Registration Number:	1449935	DUNFORD
Registration Number:	1449934	DUNFORD
Registration Number:	1470816	DUTCH DELIGHT

CORRESPONDENCE DATA

Fax Number: 5039723873

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: 503-221-1440

Email: trademark@tonkon.com
Correspondent Name: TONKON TORP LLP

Address Line 1:888 SW FIFTH AVE., SUITE 1600Address Line 4:PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER: 632-9000

TRADEMARK REEL: 006786 FRAME: 0684

900521938

NAME OF SUBMITTER:	Christopher Erickson
SIGNATURE:	/Christopher Erickson/
DATE SIGNED:	11/04/2019

Total Attachments: 3

source=Trademark Assignment (Dunford Bakers, Inc. to USB)#page1.tif source=Trademark Assignment (Dunford Bakers, Inc. to USB)#page2.tif source=Trademark Assignment (Dunford Bakers, Inc. to USB)#page3.tif

TRADEMARK REEL: 006786 FRAME: 0685

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is made effective as of October 20, 2019 by Dunford Bakers, Inc., a Utah corporation ("Company"), in favor of United States Bakery, an Oregon corporation with an address of 315 NE 10th Avenue, Portland, Oregon 97232 ("Purchaser").

WHEREAS, Company is the owner of all right, title and interest in and to the trademarks and trade names used in the Company's business, including without limitation those trademark applications and registrations listed on Exhibit A to this Assignment ("Trademarks"), and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Company and Purchaser are parties to that certain Assets Purchase and Sale Agreement, dated as of September 26, 2019 (the "Purchase Agreement"), among Purchaser, Company, and Company's shareholders;

WHEREAS, pursuant to the Purchase Agreement, Company has agreed to sell, convey, assign and transfer to Purchaser all of its respective right, title and interest in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Purchaser desires to acquire all right, title and interest Company may have in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and to allow Purchaser to file this Assignment with the United States Patent and Trademark Office and all other applicable intellectual property offices, including state offices, as may be necessary to effectuate the assignment and transfer of the Trademarks from Company to Purchaser.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Company agrees as follows:

- 1. Company hereby assigns, transfers, conveys and delivers to Purchaser all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by an Company against third parties for past, present or future infringement of the Trademarks.
- 2. Company hereby acknowledges and agrees that from and after the date hereof, Purchaser shall be the exclusive owner of all of Company's right, title and interest in and to the Trademarks.
- 3. As further set forth in the Purchase Agreement, at Purchaser's reasonable request, Company shall, and shall cause its shareholders and affiliates to, take all further actions and execute any additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Purchaser's title in and to the Trademarks.

TRADEMARK ASSIGNMENT PAGE 1 OF 3

This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms and conditions of the Purchase Agreement, which governs the parties' rights and interests in the Trademarks.

IN WITNESS WHEREOF, Company has caused this Assignment to be duly authorized and executed as of the date hereof.

COMPANY:

Dunford Bakers, Inc.

By: John R. Shows State 15 Title: President

TRADEMARK ASSIGNMENT PAGE 2 OF 3

Exhibit A

Trademarks

Jurisdiction	Trademark	App. No.	Reg. No.
United States	Dunford	87152355	
United States	Dunford	87152342	5459790
United States	DUNFORD	87152323	5459789
United States	DUNFORD	87152274	5216913
United States	Dunford	87152235	5216912
United States	Dunford	87152205	5216911
United States	TAROKO)	73590908	1449935
United States	DUNFORD	73590596	1449934
United States	DUTCH DELIGHT	73590751	1470816

000632/09000/10442141v1

TRADEMARK ASSIGNMENT PAGE 3 OF 3

TRADEMARK REEL: 006786 FRAME: 0688

RECORDED: 11/04/2019