

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563297

<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>
Schwan's IP, LLC		01/22/2020	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kabobs Acquisition, LLC		
<b>Street Address:</b>	5423 North Lake Dr.		
<b>City:</b>	Lake City		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30260		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4139818	HOLIDAY FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina		
<b>Address Line 1:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 2:</b>	McDermott Will & Emery LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>ATTORNEY DOCKET NUMBER:</b>	109821-0011		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	02/22/2020		
<b>Total Attachments: 5</b>			
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of January 22, 2020, and is between Schwan's IP, LLC, a Minnesota limited liability company (the "Assignor") and Kabobs Acquisition, LLC, a Georgia limited liability company (the "Assignee").

### **RECITALS**

A. The Assignor is the owner of the trademark listed in Schedule A hereof, together with the goodwill of the business associated therewith (the "Mark");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among SFC Global Supply Chain, Inc. (the "Seller"), a Minnesota corporation (an affiliate of the Assignor) and the Assignee (the "Purchase Agreement"), the Seller has agreed to transfer all of its right, title and interest in and to the Mark to the Assignee;

C. In connection with the Purchase Agreement, the Seller has agreed to transfer certain assets of the business, as specified in the Purchase Agreement, to which the Mark relates, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire the Mark.

### **AGREEMENTS**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business to which the Mark pertains, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Mark, to record this Trademark Assignment.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Mark.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles that would require the application of the laws of any other jurisdiction.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

SCHWAN'S IP, LLC

KABOBS ACQUISITION, LLC

By: 

Name: DIMITRIOS SMYRNIOTIS

Its: MANAGER

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

Name: Steve Law

Its: Chief Executive Officer

Address for Notices:

8500 Normandale Lake Blvd.

Suite 2400

Bloomington, MN 55437

Address for Notices:

5423 North Lake Dr.

Lake City, GA 30260

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK  
REEL: 006869 FRAME: 0806

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

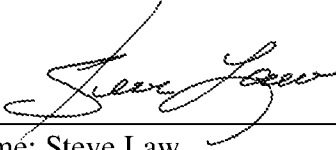
SCHWAN'S IP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:  
8500 Normandale Lake Blvd.  
Suite 2400  
Bloomington, MN 55437


ASSIGNEE:

KABOBS ACQUISITION, LLC

By:  \_\_\_\_\_  
Name: Steve Law  
Its: Chief Executive Officer

Address for Notices:  
5423 North Lake Dr.  
Lake City, GA 30260  
\_\_\_\_\_

**SCHEDULE A**  
**TRADEMARK**

Country	Mark	Registration Number	Class
United States		4139818	<p>International class 029: Frozen appetizers wrapped in bacon primarily, almonds stuffed with dates; frozen roasted waterchestnuts; beef and cheese; and scallops.</p> <p>International class 030: Frozen pizza; enrobed dough with a filling consisting primarily of meat, namely, beef, pork or poultry, cheese and sauce, with or without vegetables; wontons; egg rolls; spring rolls; potstickers; rangoons; mini cheeseburger sandwiches and hot dog sandwiches.</p>