

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577126

<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>
THE FOLGER COFFEE COMPANY		04/30/2020	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMUCKER FOODSERVICE, INC.		
<b>Street Address:</b>	One Strawberry Lane		
<b>City:</b>	Orrville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44667		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3525548	CAFÉ BUSTELO	
<b>Registration Number:</b>	5419144	SABOR LATINO SERVED HERE. CAFÉ BUSTELO	
<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>	3306848446		
<b>Email:</b>	trademarks@jmsmucker.com		
<b>Correspondent Name:</b>	Courtnei Moorman		
<b>Address Line 1:</b>	One Strawberry Lane		
<b>Address Line 4:</b>	Orrville, OHIO 44667		
<b>NAME OF SUBMITTER:</b>	Courtnei Moorman		
<b>SIGNATURE:</b>	/cm/		
<b>DATE SIGNED:</b>	05/19/2020		
<b>Total Attachments: 3</b>			
source=Assignment (Bustelo Trademark Assignment FCC to SFI v. SIGNED) 04.30.20#page1.tif			
source=Assignment (Bustelo Trademark Assignment FCC to SFI v. SIGNED) 04.30.20#page2.tif			
source=Assignment (Bustelo Trademark Assignment FCC to SFI v. SIGNED) 04.30.20#page3.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of the 30th day of April, 2020, from **THE FOLGER COFFEE COMPANY**, an Ohio corporation (hereinafter "Assignor"), to **SMUCKER FOODSERVICE, INC.**, an Ohio corporation (hereinafter "Assignee"), pursuant to an Asset Purchase Agreement, dated as of April 30, 2020, by and between Assignor and Assignee (the "Agreement").

**WHEREAS**, Assignor owned all right, title and interest in and to the trademarks and applications and registrations thereof set forth on the attached Schedule A ("Trademarks"), including the goodwill associated with all of the foregoing, and all rights of recovery for past infringement thereof; and

**WHEREAS**, as of April 30, 2020, Assignor duly sold, assigned and transferred its entire right, title and interest therein together with the goodwill associated with said Trademarks, and all rights of recovery for past infringement thereof to Assignee, and the parties desire to affirm said sale, assignment and transfer in a form appropriate for recording with the appropriate authorities; and

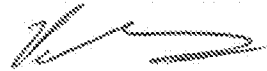
**WHEREAS**, Assignor represents and warrants that the Trademarks are in force and effect as of the date of this Assignment and are free from any and all liens, claims, security interests or other encumbrances.

**NOW, THEREFORE**, in consideration of the premises and of the sum of one Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred and does hereby sell, assign and transfer unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to said Trademarks, and in and to the goodwill associated with said Trademarks, and all rights and privileges pertaining to said Trademarks, including all rights of recovery for past, present and future infringements thereof and for renewal of the registrations thereof for subsequent terms; the same to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made.

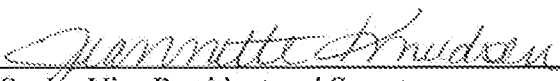
*[The remainder of this page has been intentionally left blank.]*

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hands and seal as of the 30th day of April, 2020.

**THE FOLGER COFFEE COMPANY**

By:   
Its: Vice President and Assistant Secretary

**SMUCKER FOODSERVICE, INC.**

By:   
Its: Senior Vice President and Secretary

Schedule A

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services
<p><u>CAFÉ BUSTELO</u></p> <p>RN: 3525548  SN: 77368202  Disclaimer: "CAFÉ"</p>	<p>Renewed  October 28, 2018  Int'l Class: 43  First Use:  February 1, 2007  Filed: January 10,  2008  Registered:  October 28, 2008</p>	<p>(Int'l Class: 43)  cafe and restaurant services</p>
<p><u>SABOR LATINO SERVED  HERE, CAFÉ BUSTELO and  Design</u></p> <p>RN: 5419144  SN: 87152057  Disclaimer: "SABOR LATINO"  AND "CAFE"</p>	<p>Registered March  6, 2018  Int'l Class: 43  First Use: June 8,  2017  Filed: August 26,  2016</p>	<p>(Int'l Class: 43)  cafe and restaurant services; catering services;  coffee house services; mobile cafe services for  providing food and drink; coffee supply service for  institutional food and beverage operations,  namely, hospitals, hotels, banquet facilities,  colleges, and universities, featuring operating  automatic coffee dispensing machines</p>