

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kahiki Foods, Inc.		10/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Schwan's IP, LLC		
Street Address:	115 West College Drive		
City:	Marshall		
State/Country:	MINNESOTA		
Postal Code:	56258		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4635525	KAHIKI	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2138413571		
Email:	l.choi@cj.net		
Correspondent Name:	Linda Choi		
Address Line 1:	5700 Wilshire Blvd., Suite 550		
Address Line 4:	Los Angeles, CALIFORNIA 90036		
NAME OF SUBMITTER:	Linda Choi		
SIGNATURE:	/Linda Choi/		
DATE SIGNED:	03/22/2021		
Total Attachments: 6			
source=CJ Foods Schwan's TM Assignment Agreement - USPTO No. 2#page1.tif			
source=CJ Foods Schwan's TM Assignment Agreement - USPTO No. 2#page2.tif			
source=CJ Foods Schwan's TM Assignment Agreement - USPTO No. 2#page3.tif			
source=CJ Foods Schwan's TM Assignment Agreement - USPTO No. 2#page4.tif			
source=CJ Foods Schwan's TM Assignment Agreement - USPTO No. 2#page5.tif			
source=CJ Foods Schwan's TM Assignment Agreement - USPTO No. 2#page6.tif			

OP \$40.00 4635525

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of October 1, 2020, is made and entered into by and between Kahiki Foods, Inc., an Ohio corporation (the "Assignor"), and Schwan's IP, LLC ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignee desires to receive from Assignor, and Assignor is willing to assign to Assignee, the Assigned Trademarks (as defined below), on the terms and subject to the conditions of this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions.

"Affiliate" means, with respect to any Person, any Person which, directly or indirectly, controls, is controlled by, or is under common control with, the specified Person or is a director or officer of the specified Person. For purposes of this definition, the term "control" as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person, whether through ownership of voting securities or otherwise.

"Assigned Trademarks" means trademarks associated with the Kahiki brand that are registered or applied-for, as listed in Schedule A hereto.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any municipal, local, city or county government, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled, through capital stock or otherwise by any of the foregoing.

Section 2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts the assignment, transfer and conveyance of, all of each Assignor's right, title and interest in, to and under the Assigned Trademarks, including, as applicable, all goodwill symbolized thereby and connected therewith, all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto, all rights therein provided by international conventions and treaties, all rights of priority and renewals, all rights to sue and recover damages and all other remedies for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith, the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar and all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, and all other rights corresponding thereto throughout the respective jurisdictions where the Assignors hold rights in the Assigned Trademarks; with the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as

fully and entirely as the same would have been held and enjoyed by Assignor if this sale, assignment, transfer and conveyance had not been made.

Section 3. Further Assurances.

(a) Assignor shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's interest in, to and under the Assigned Trademarks (including with any applicable Governmental Authorities), and for any and all costs (including legalization costs), expenses and fees associated therewith.

(b) Assignor agrees that with respect to the Assigned Trademarks (including with respect to any Assigned Trademarks that are registered or applied-for in a jurisdiction outside of the United States), it will enter into an assignment agreement suitable for recording in the relevant jurisdictions with terms and conditions substantially similar to those set forth in this Assignment, except for any different terms and conditions that would be legally necessary in a recordable assignment agreement for the respective local jurisdiction and will file such executed agreement with the applicable Governmental Authority. For the avoidance of doubt, the preparation and filing of the foregoing agreements shall be the responsibility of Assignor.

(c) If Assignee is unable for any reason to secure an Assignor's signature to any document it is entitled to under Section 3(a) or Section 3(b) hereof, Assignor, hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not, and shall cause their Affiliates not to, enter into any agreement in conflict with this Assignment.

Section 4. Due Authorization. To the extent applicable, Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment, and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks to and in the name of Assignee.

Section 5. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment, will be exclusively governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without reference to principles of conflicts of law to the extent such principles would require or permit the application of laws of another jurisdiction.

Section 6. Jurisdiction. Each Party agrees (a) to submit to the personal jurisdiction of the State or Federal courts in the Borough of Manhattan, The City of New York, and (b) that exclusive jurisdiction and venue shall lie in the State or Federal courts in the State of New York.

Section 7. Waiver of Jury Trial. Each Party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceeding arising out of or in connection with this Assignment or the transactions contemplated hereby or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise). Each Party (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of any Proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it and the other Parties hereto have been induced to enter into this Assignment by, among other things, the mutual waivers and certifications in this Section 7.

Section 8. Counterparts. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the Parties and delivered, in person or by facsimile or electronic image scan, receipt acknowledged, to the other Parties.


Section 9. Entire Agreement; Amendment; Waiver. This Assignment, including the schedules hereto, the Asset Purchase Agreement, the Master Supply Agreement, including the schedules, exhibits and annexes thereto, constitute the entire agreement between the Parties pertaining to the subject matter herein and supersede any other existing representation, warranty, covenant, agreement, or similar assurance (whether direct or indirect, written or oral, or statutory, express or implied) of any Party regarding such subject matter (and there is no other representation, warranty, covenant, agreement, or similar assurance of any Party regarding such subject matter). No supplement, modification or amendment hereof will be binding unless expressed as such and executed in writing by each Party. Except to the extent as may otherwise be stated herein, no waiver of any term hereof will be binding unless expressed as such in a document executed by the Party making such waiver (and then only to the extent so expressed). No waiver of any term hereof will be a waiver of any other term hereof, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated herein, failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply.

Section 10. Severability. If any term of this Assignment is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this Assignment will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by applicable law, but as close to the Parties' original intent as is permissible.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

KAHIKI FOODS, INC.

By: 
Name: GUNG-JEN YUN
Title: CFO

SCHWAN'S IP, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

KAHIKI FOODS, INC.

By: _____
Name:
Title:

SCHWAN'S IP, LLC

By: _____
Name: *Dimitrios P. Smyrniotis*
Title: *MANAGER*

