

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCCAIN FOODS LIMITED		02/01/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	MLW FOODS INC.		
Street Address:	1700-1000 Sherbrooke W.		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H3A3G4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88540162	WONG WING	
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:	515.242.8923		
Email:	ip@fredlaw.com		
Correspondent Name:	Tracy L. Deutmeyer		
Address Line 1:	111 E. Grand Ave., Ste 301		
Address Line 4:	Des Moines, IOWA 50309		
DOMESTIC REPRESENTATIVE			
Name:	Tracy L. Deutmeyer		
Address Line 1:	111 E. Grand Ave., Ste. 301		
Address Line 4:	Des Moines, IOWA 50309		
NAME OF SUBMITTER:	Tracy L. Deutmeyer		
SIGNATURE:	/Tracy L. Deutmeyer/		
DATE SIGNED:	04/06/2021		
Total Attachments: 11			
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TRADEMARKS ASSIGNMENT AGREEMENT

ENTERED INTO as of February 1, 2021. (“Effective Date”)

BETWEEN: **MCCAIN FOODS LIMITED**, a corporation duly constituted under the laws of New Brunswick, having a place of business at 8800 Main Street, Florenceville-Bristol, New Brunswick, E7L 1B2;

(hereinafter referred to as “Assignor”)

AND: **MLW FOODS INC.**, a corporation duly constituted under the laws of Canada, having a place of business at 1700-1000, Sherbrooke W. Montréal, Québec H3A 3G4;

(hereinafter referred to as “Assignee”)

Capitalized terms used in this Trademarks Assignment Agreement (the “Agreement”) and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

WHEREAS the Assignee, the Assignor and McCain Foods (Canada), a division of McCain Foods Limited entered into an Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”) pursuant to which the Assignor assigned certain assets to the Purchaser including substantially all of the trademarks used to carry on the Business, as further set forth in the Purchase Agreement, which include the trademarks and the corresponding trademark applications, trademark registrations and unregistered trademarks listed in Schedule “A” attached to this agreement (collectively, the “Wong Wing Trademarks”), and the domain names and websites listed in Schedule “B” hereto (the “Domain Names”) and the Assignee is desirous of obtaining the entire right, title and interest in and to such Wong Wing Trademarks and Domain Names;

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of the foregoing and the other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 TRANSFER OF THE TRADEMARKS

1.1 Transfer

Subject to the terms of the Purchase Agreement, the Assignor confirms the assignment of and does hereby sell, grant, assign and transfer to the Assignee all of its worldwide rights, titles, and interests in and to the Wong Wing Trademarks and the Domain Names, including, without limitation, all rights that the Assignor has in the Wong Wing Trademarks at common law, under civil law, and under the Canadian Trademarks Act, including in all applications and registrations in respect of the Wong Wing Trademarks, any and all elements of copyright which may exist therein to the extent owned by

Assignor, all goodwill associated with the Wong Wing Trademarks, the right to file further applications in any country for the Wong Wing Trademarks and to receive registration therefor, and all rights of action appurtenant thereto, the same to be held and enjoyed by the Assignee as fully and effectively as the same would have been enjoyed by the Assignor if this assignment and transfer had not been made.

The Assignor hereby authorizes the Canadian Intellectual Property Office and other applicable government authorities to transfer the Wong Wing Trademarks to the Assignee, as assignee thereof, or otherwise as the Assignee may direct.

Within ten (10) days of the execution of this Agreement, Assignor shall take all reasonably necessary steps to complete the transfer of the Domain Names to Assignee, including ensuring that the Domain Names are unlocked for transfer, initiating the domain name transfer requests, and taking all further actions required to effect the assignment of the Domain Names to Assignee.

ARTICLE 2 GENERAL

2.1 Further Assurances and Binding

The Assignor further agrees, from time to time to make, do, and execute or cause to be made, done, or executed all such further acts, deeds, assurances, or other things that may reasonably be required to give effect to the foregoing provisions.

The terms and covenants of this Trademarks Assignment Agreement shall enure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its successors, legal representative and assigns.

2.2 Governing Law and Forum

This Trademarks Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein (excluding any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction). The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Québec and elect domicile in the City of Montreal with respect to any matter relating to the execution or construction of this Trademarks Assignment Agreement or the exercise of any right or the enforcement of any obligation arising hereunder (excluding any conflict of forum rule or principle, foreign or domestic, which might refer such matter to the courts of another jurisdiction).

2.3 Counterparts

This Trademarks Assignment Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by

facsimile, email or other electronic means is as effective as a manually executed counterpart of this Trademarks Assignment Agreement.

(remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

MCCAIN FOODS LIMITED

DocuSigned by:
Per: Chad Hutchison
A78192F531DD1430...
Name: Chad Hutchison
Title: Chief Legal Officer

MLW FOODS INC.

Per: _____
Name: Jean-Stéphane Yansoumi
Title: Director

DocuSigned by:
Per: John Caruso
D1E3DCB7FF5243C...
Name: John Caruso
Title: VP, Global Tax

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

**MCCAIN FOODS (CANADA), A
DIVISION OF MCCAIN FOODS
LIMITED**

MLW FOODS INC.



Per: _____
Name: Danielle Barran
Title: President, NA Potato Division
& CA Retail


Per: *Jean-Stephane Gansouni*
Name: Jean-Stephane Gansouni
Title: Director

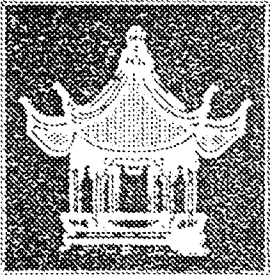
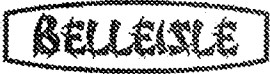
Per: _____
Name: Chad Hutchinson
Title: Chief Legal Officer


SCHEDULE A

Canadian Registered Trademarks

	Mark	Current Owner	Status	App. No. App. Date	Reg. No. Reg. Date	Goods and Services
1.	 <p>EMPEROR'S CHOICE & DESIGN</p>	McCain Foods Limited	Registered	888319 August 26, 1998	TMA597905 December 17, 2003	Nice class: 29, 30 Goods: (1) Prepared chicken and mushrooms, pot stickers, chicken balls, bo-bo balls, beef and brocoli, ginger beef, szechuan chicken as meals, mini size and cocktail size. (2) Prepared egg rolls, Chinese egg rolls and spring rolls of regular size, mini size and cocktail size, stuffed with cheese and/or fish and/or meats and/or vegetables and/or chicken and/or mushrooms and/or sauce; Sauces, namely, plum, cherry, naturally brewed soya, regular and light soya, dry garlic, sweet and sour, pineapple, peanut with ginger, spicy orange, sweet and sour plum, honey mustard garlic, hot passion fruit and teriyaki with sherry sauces.
2.		McCain Foods Limited	Registered	1209709 March 15, 2004	TMA636139 March 24, 2005	Nice class: 29, 30, 35, 39, 40 Goods: Pre-prepared cooked, frozen, refrigerated and canned foods namely, egg rolls, spring rolls, pot stickers, chicken

	Mark	Current Owner	Status	App. No. App. Date	Reg. No. Reg. Date	Goods and Services
						fried rice, chicken balls, pineapple chicken, sweet and sour chicken, spare ribs, dry garlic sauce, breaded pork bites; sauces namely, soya sauce, plum sauce, dry garlic rib sauce, cherry sauce, sweet and sour sauce, pineapple sauce Services: Promotion of the sale of goods through contests and sweepstakes, in-store displays, point of sale materials and other promotional material relating to food products of the applicant and/or products of others; operation of a business dealing in the manufacture, distribution and sale of food products and the distribution of discount cards and coupons and discount contests and programs
3.	WONG WING	McCain Foods Limited	Registered	0650423 February 9, 1990	TMA378605 January 18, 1991	Nice class: 30 Goods: Pre-prepared cooked, frozen and canned foods and sauces.
4.		McCain Foods Limited	Registered	1172761 March 28, 2003	TMA625823 November 18, 2004	Nice class: 29, 30, 35, 40 Goods: Pre-prepared cooked, frozen, refrigerated and canned foods namely, egg rolls, spring rolls, pot stickers, chicken

	Mark	Current Owner	Status	App. No. App. Date	Reg. No. Reg. Date	Goods and Services
						fried rice, chicken balls, pineapple chicken, sweet and sour chicken, spare ribs dry garlic sauce, breaded pork bites; sauces namely soya sauce, plum sauce, dry garlic rib sauce, cherry sauce, sweet and sour sauce, pineapple sauce. Services: Promotion of the sale of goods through contests and sweepstakes, in-store displays, point of sale materials and other promotional material relating to food products of the applicant and/or products of others in the food preparation industry; operation of a business dealing in the manufacture, distribution and sale of food products and the distribution of discount cards and coupons and discount contests and programs.
5.	 PAGODA & DESIGN	McCain Foods Limited	Registered	0855012 September 3, 1997	TMA498019 July 29, 1998	Nice class: 30 Goods: Prepared chinese egg rolls stuffed with cheese, fish, meats, vegetables and sauce.
6.		McCain Foods Limited	Registered	0859345 October 21, 1997	TMA510492 April 7, 1999	Nice class: 9, 21, 25, 29, 30 Goods: Eggrolls,

Mark	Current Owner	Status	App. No. App. Date	Reg. No. Reg. Date	Goods and Services
					spring rolls, fresh and frozen prepared Chinese food, namely, sweet and sour chicken, chicken fried rice, dry garlic spare ribs, pineapple chicken, chicken chow mein; sauces, namely, plum sauce, sweet and sour sauce, pineapple sauce, dry garlic sauce; stir fry's; promotional and gift items namely, hats, caps, shirts, bags, coats, sweat shirts, pens.
 BELLEISLE & DESIGN	McCain Foods Limited	Registered	1469903 February 17, 2010	TMA797076 May 10, 2011	Egg rolls

U.S. Registered Trademarks

Mark	Current Owner	Status	App. No. App. Date	Reg. No. Reg. Date	Goods and Services
1. WONG WING	McCain Foods Limited	Pending	88/540,162 July 26, 2019	Not applicable	Nice class: 29, Goods: (1) Prepared, cooked, frozen, refrigerated and canned foods, namely, chicken balls, pineapple chicken, sweet and sour chicken, spare ribs, breaded pork bites; soups; prepared appetizers consisting primarily of meat, chicken and/or vegetables; prepared entrees consisting primarily of meat or chicken; (2) prepared, cooked,

	Mark	Current Owner	Status	App. No. App. Date	Reg. No. Reg. Date	Goods and Services
						frozen, refrigerated and canned foods, namely, egg rolls, spring rolls, pot stickers, fried rice, chicken fried rice, fried noodles, samosas and pizza snacks; sauces, namely, soy sauce, garlic sauce, sweet and sour sauce; fruit sauces excluding applesauce and cranberry sauce.

SCHEDULE B

Domain Names

- alimentswongwing.com
- justwongwingit.ca
- wingwong.ca
- wingwong.xxx
- wongwing.ca
- wongwing.com
- wongwingfoods.com
- wongwingfoods.xxx
- wongwingpromo.ca
- wongwingpromo.com

Website

- wongwing.ca