

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648091

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900615274

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madrona Specialty Foods LLC		12/29/2019	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	Dare Foods Incorporated
Street Address:	3750 North Blackstock Rd.
City:	Spartanburg
State/Country:	SOUTH CAROLINA
Postal Code:	29303
Entity Type:	Corporation: SOUTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86978412	CROCCANTINI CREATIONS
Serial Number:	86265436	CROCCANTINI CREATIONS
Serial Number:	85447125	DREAM COOKIES
Serial Number:	85749016	DOLCETINI SHORTBREAD
Serial Number:	78875925	LA PANZANELLA
Serial Number:	78875933	CROCCANTINI
Serial Number:	85914666	DOLCETINI ARTISAN COOKIES
Serial Number:	85725783	DOLCETINI

CORRESPONDENCE DATA

Fax Number:

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: 5195933287
 Email: daschnurr@millerthomson.com
 Correspondent Name: David Schnurr
 Address Line 1: 295 Hagey Blvd., Suite 300
 Address Line 4: Waterloo, ON, CANADA N2L6R5

NAME OF SUBMITTER:	David Schnurr
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SIGNATURE:	/DAVIDSCHNURR/
DATE SIGNED:	05/19/2021
Total Attachments: 2 source=Madrona_DFI_Assignment and Assumption Agreement#page1.tif source=Madrona_DFI_Assignment and Assumption Agreement#page2.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Assignment**") is dated as of December 29, 2019 (the "**Effective Date**"), by and between Madrona Specialty Foods LLC, a Washington limited liability company ("**Madrona**") and Dare Foods Incorporated, a South Carolina corporation ("**DFI**"). Madrona and DFI are jointly referred to herein as the "**Parties**."

WHEREAS, Contemporaneous with the execution of this Assignment, the Parties have entered into that certain Assignment and Distribution Agreement (the "**Agreement**"), pursuant to which, among other things, Madrona has agreed to assign all of its rights, title and interest in and to the Assets, including but not limited to, all contract rights, entitlements and obligations under all contracts to which Madrona is a party (the "**Assigned Contracts**") and all intangible assets and related rights owned by Madrona (the "**Assigned Intangible Assets**");

WHEREAS, Madrona wishes to assign all rights and entitlements to DFI and DFI wishes to assume all obligations of Madrona under the Assigned Contracts effective as of the Effective Date; and

WHEREAS, Madrona wishes to assign all rights, title and interest in and to the Assigned Intangible Assets to DFI and DFI wishes to assume all associated obligations of Madrona, effective as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Agreement.

2. **Assignment and Assumption.** Madrona hereby assigns (in the form of a distribution) the Assigned Contracts and the Assigned Intangible Assets to DFI. DFI hereby accepts such assignment, assumes the obligations and liabilities associated with the Assigned Contracts and Assigned Intangible Assets and agrees to pay, perform and discharge, as and when due, the obligations of Madrona under the Assigned Contracts and associated with the Assigned Intangible Assets, in each case as and when accrued.


3. **Further Assurances.** The Parties shall take all actions and execute all documents reasonably requested by the other Party to give effect to the transactions contemplated by this Assignment.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the state of Washington without giving effect to any choice or conflict of law provision or rule (whether of the state of Washington or any other jurisdiction).


5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MADRONA SPECIALTY FOODS LLC,
a Washington limited liability company

By: 
Name: Ingrid Bett
Title: Governor

DARE FOODS INCORPORATED, a
South Carolina corporation

By: 
Name: William J. Farrell
Title: Vice-President

[Signature Page to Assignment and Assumption Agreement]