

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wisconsin Specialty Protein, LLC		05/29/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Saputo Cheese USA Inc.		
Street Address:	One Overlook Point, Suite 300		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4693351	WISCONSIN SPECIALTY PROTEIN	
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:	847-267-1129		
Email:	julie.hopkins@saputo.com		
Correspondent Name:	Julie Hopkins		
Address Line 1:	One Overlook Point		
Address Line 2:	Suite 300		
Address Line 4:	Lincolnshire, ILLINOIS 60069		
NAME OF SUBMITTER:	Simon Lemay		
SIGNATURE:	/SIMONLEMAY/		
DATE SIGNED:	06/18/2021		
Total Attachments: 5			
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OP \$40.00 4693351

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is entered into effective as of May 29, 2021, by and between Wisconsin Specialty Protein, LLC, a Wisconsin limited liability company (“Assignor”) and Saputo Cheese USA Inc., a Delaware corporation (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below), the terms of which are made a part hereof and are incorporated herein.

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 7, 2021 (the “Purchase Agreement”); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor and Assignee have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the transactions described in the Purchase Agreement, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. In connection with Section 2.1 and Section 2.3 of the Purchase Agreement, Assignor hereby absolutely, unconditionally and irrevocably grants, conveys, assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in, to and under the Purchased Assets and the Assumed Liabilities, and Assignee, on the conditions, provisions and terms contained in the Purchase Agreement, hereby (a) accepts the assignment and transfer of the Purchased Assets and Assumed Liabilities and (b) assumes and agrees to perform and be bound by the Assumed Liabilities.

2. Representations and Warranties of Assignor. Assignor hereby makes each of the representations and warranties contained in Sections 3.1, 3.2, 3.3 and 3.9(a) of the Purchase Agreement to Assignee as of the date hereof.

3. Further Assurances. The parties agree without additional consideration to execute and deliver any and all additional forms of assignment and other instruments and documents and to take such actions as may be necessary or desirable to transfer or evidence the transfer to Assignee of any of the Purchased Assets.

4. Inconsistent or Conflicting Provisions. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of Assignee and Assignor set forth in the Purchase Agreement, nor shall this Agreement expand or enlarge any remedies under the Purchase Agreement. This Agreement is only intended to effect the transfer of certain rights and obligations to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. Governing Law; Jurisdiction. The provisions of Section 11.11 of the Purchase Agreement are hereby incorporated herein by reference, mutatis mutandis.

6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which counterparts taken together shall constitute but one and the same Agreement. Counterparts delivered by facsimile or other electronic transmission shall be deemed originals for all purposes.

7. Successors and Assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by either party, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other party and any attempted assignment without the required consents shall be null and void and without any legal effect.

8. Amendments; Waiver. This Agreement may be amended, supplemented or modified in whole or in part if, but only if, such amendment, supplement or modification is in writing and is signed by each party and specific reference to this Agreement is made. Any provision of this Agreement may be waived if, but only if, such waiver is in writing and is signed by the party against whom enforcement of any such waiver is sought and specific reference to this Agreement is made. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law in any jurisdiction, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement and without affecting the effectiveness or validity of this Agreement in any other jurisdiction.

[SIGNATURE PAGE(S) FOLLOW.]

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR

WISCONSIN SPECIALTY PROTEIN, LLC

By:  _____
Name: Joe Vidal
Title: President & CEO

ASSIGNEE

SAPUTO CHEESE USA INC.

By: _____
Name: Terry Brockman
Title: President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

TRADEMARK
REEL: 007330 FRAME: 0895

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment and Assumption Agreement as of the date first above written.

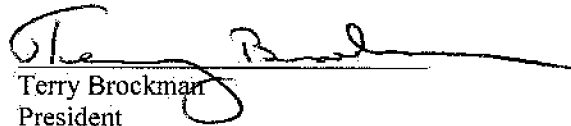
ASSIGNOR

WISCONSIN SPECIALTY PROTEIN, LLC

By: _____
Name:
Title:

ASSIGNEE

SAPUTO CHEESE USA INC.

By: 
Name: Terry Brockman
Title: President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

Section 3.14(a)

Intellectual Property

1. Patents: None.
2. Copyrights: None.
3. Domain Names: None.
4. Trademarks: US trademark registration for WISCONSIN SPECIALTY PROTEIN and Design (Reg. 4693351), which covers “Ingredients used in the manufacture of dietary supplements, food and beverages, namely, whey protein; protein used in the manufacture of food and beverages” in Class 1 and “Dietary and nutritional supplements containing protein” in Class 5.