

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kay's Processing, LLC		08/06/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Milk Specialties Company		
Street Address:	7500 Flying Cloud Drive		
Internal Address:	Suite 500		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3179338	KAY'S NATURALS	
Registration Number:	5264551	KAY'S	
Registration Number:	2603128	PROTEIN CHIPS	
Registration Number:	5356649	PASS THE PEAS	
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>			
Email:	apark@winthrop.com		
Correspondent Name:	Timothy D. Sitzmann		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	19767.137		
NAME OF SUBMITTER:	Timothy D. Sitzmann		
SIGNATURE:	/Timothy D. Sitzmann/		
DATE SIGNED:	08/18/2021		

OP \$115.00 3179338

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is made and entered into as of August 6, 2021 (the “Effective Date”) by and among Kay’s Naturals, Inc., a Minnesota corporation and Kay’s Processing, LLC, a Minnesota limited liability company, each with a principal address located at P.O. Box 669 Clara City MN 56222 (collectively, the “Assignors” and each an “Assignor”), on the one hand, and Milk Specialties Company, a corporation organized under the laws of Delaware with a principal address located at 7500 Flying Cloud Drive, Suite 500, Eden Prairie, MN 55344 (“Assignee”) on the other hand (collectively the “Parties” and individually a “Party”).

- A.** Assignors and Assignee, among others, have entered into that certain Asset Purchase Agreement, of even date herewith (the “Purchase Agreement”) wherein Assignor sold, transferred, assigned, conveyed and delivered all rights, title, interest, in and to the Business Intellectual Property (as defined in the Purchase Agreement), which include, but are not limited to, (a) the marks identified in the attached Exhibit A (the “Marks”), (b) the copyright associated with the works identified in the attached Exhibit B (the “Works”), (c) the patents, pending patent applications, and the inventions described therein and relating thereto as identified in the attached Exhibit C (the “Inventions”); and (d) the domain names identified in the attached Exhibit D (the “Domains”).
- B.** The Parties desire to document the transfer of rights from each Assignor to Assignee in a form suitable and acceptable for recordation with the appropriate governmental agencies.

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, the Parties agree as follows:

1. Assignment of Marks and Works. Subject to the terms and conditions of the Purchase Agreement, each Assignor hereby sells, transfers and assigns to Assignee any and all of such Assignor’s right, title and interest in and to the Marks throughout the world, including all rights of priority, together with any and all goodwill of the business embodied in the Marks. Each Assignor hereby sells, transfers and assigns to Assignee any and all of such Assignor’s right, title and interest in and to the Works throughout the world. The foregoing assignments shall include all domestic and foreign Marks and Works, whether registered or not, identified in Exhibits A and B, and shall include (A) any and all applications or registrations; (B) all rights to causes of action and remedies related thereto including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any rights related to the foregoing; and (C) any other rights and interests arising out of, in connection with, or in relation to the Marks and Works.

2. Assignment of Inventions. Subject to the terms and conditions of the Purchase Agreement, each Assignor hereby sells, transfers and assigns to Assignee its entire right, title, and interest throughout the world in and to the Inventions, including (A) the right to sue for and collect damages for past, present, and future infringement of, the Inventions throughout the world; (B) all corresponding domestic and foreign applications including any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue application, or any other application based on any of the Inventions; (C) all domestic and foreign issued patents and additional Letters Patent or similar legal protection issuing on or associated with the Inventions; (D) all trade secrets and know-how pertaining to any of the Inventions; and (E) all rights and benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent therefor to issue any Letters Patent or similar legal protection to the Assignee. Each Assignor authorizes the Assignee, its successors and assigns or anyone it may properly designate, to apply for Letters Patent or similar legal protection for any of the Inventions, in its own name if desired, in the U.S. and any and all foreign countries and to make a claim of priority to any applications as entitled under U.S. law or applicable international conventions, treaties, or otherwise.

3. Assignment of Domains. Subject to the terms and conditions of the Purchase Agreement, each Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the Domains, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement or violation, along with the right to sue for and collect any damages.

4. Further Documentation and Cooperation. Each Assignor agrees it will make, execute and deliver any and all other instruments in writing including any and all further affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to it relating to the foregoing Marks, Works, Inventions, and Domains including, but not limited to, the Inventions and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the Marks, Works, Inventions, Domains, and associated rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be. With respect to Domains, Assignor shall take all necessary actions and any other actions requested by Assignee to ensure that ownership and control of the Domains is transferred to Assignee.

5. Power of Attorney. Each Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute all documents in such Assignor's name, use such Assignor's name and do all things which the Assignee at its absolute discretion may consider necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Assignment, including delegating such power to Assignee's attorneys, for the purpose of documenting and recording the transfer of the Marks, Works, Inventions, and Domains from each Assignor to Assignee.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed as of the Effective Date identified above.

ASSIGNORS:

KAY'S NATURALS, INC.

Massoud Kazemzadeh

Massoud Kazemzadeh (Aug 6, 2021 10:47 EDT)

By: Massoud Kazemzadeh
Its: Chief Operating Officer

KAY'S PROCESSING, LLC

Massoud Kazemzadeh

Massoud Kazemzadeh (Aug 6, 2021 10:47 EDT)

By: Massoud Kazemzadeh
Its: Chief Operating Officer

ASSIGNEE:

MILK SPECIALTIES COMPANY

By: David Lenzmeier
Its: Chief Executive Officer

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed as of the Effective Date identified above.

ASSIGNORS:

KAY'S NATURALS, INC.

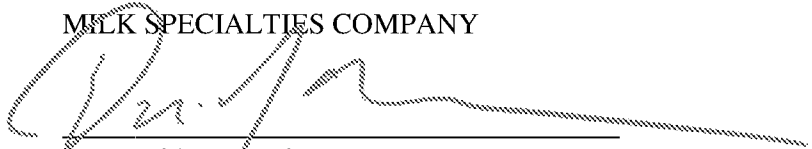
By: Massoud Kazemzadeh
Its: Chief Operating Officer

KAY'S PROCESSING, LLC

By: Massoud Kazemzadeh
Its: Chief Operating Officer

ASSIGNEE:

MILK SPECIALTIES COMPANY



By: David Lenzmeier
Its: Chief Executive Officer

EXHIBIT A

Trademarks

1. The name “Kay’s Naturals”
2. The name “Kay’s Processing”
3. The following registered Marks:

Reg. No.	Trademark	Owner	Class / Next Deadline
3179338	KAY’S NATURALS	Kay’s Naturals, Inc.	IC 29 Dec. 5, 2026
5264551	KAY’S	Kay’s Naturals, Inc.	IC 29 Aug. 15, 2023
2603128	PROTEIN CHIPS	Kay’s Naturals, Inc.	IC 30 July 30, 2022
5356649	PASS THE PEAS	Kay’s Naturals, Inc.	IC 30 December 12, 2023

EXHIBIT B

Copyrights

1. All original works of authorship created by or on behalf of each Assignor and used on or in connection with such Assignor's website, brochures, marketing materials, the Kay's Naturals Logo or Kay's Processing Logo, including original works of authorship created by or on behalf of each Assignor and used on or in connection with any product manufactured or sold by any Assignor that is related to the Business.

EXHIBIT C

Inventions

None.

EXHIBIT D

Domain Names

1. Kay's Processing, LLC (<http://www.kaysprocess.com/>)
2. Kay's Naturals, Inc. (www.kaysnaturals.com)

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