

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Better Baked Foods, LLC		05/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Schwan's IP, LLC		
Street Address:	115 W. College Drive		
City:	Marshall		
State/Country:	MINNESOTA		
Postal Code:	56258		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2608068	PAPA PRESTO	
Registration Number:	2831132	ZAP A SNACK	
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:	952-832-4409		
Email:	sipllc@schwans.com		
Correspondent Name:	Emily R. Menchaca		
Address Line 1:	115 W. College Drive		
Address Line 4:	Marshall, MINNESOTA 56258		
NAME OF SUBMITTER:	Emily R. Menchaca		
SIGNATURE:	/Emily R. Menchaca/		
DATE SIGNED:	08/25/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of May 31, 2021 ("Effective Date"), is made by Better Baked Foods, LLC ("Assignor"), a Delaware Limited Liability Company, located at 56 Smedley Street, North East, Pennsylvania 16428, in favor of Schwan's IP, LLC ("Assignee"), a Minnesota Limited Liability Company, located at 115 W. College Drive, Marshall, Minnesota 56258.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application listed in Schedule 1 attached hereto, including any common law trademark rights therefor (the "Assigned Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith, and to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the Assigned Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee at Assignee's sole cost and expense. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its

successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

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

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Rest of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Trademark Assignment is effective as of the Effective Date.

BETTER BAKED FOODS, LLC

By: 

Name: SCOTT XI

Title: SECRETARY

Address for Notices:

56 Smedley Street, North East, PA 16428

SCHWAN'S IP, LLC

By: 

Name: SCOTT XI

Title: SECRETARY



Address for Notices:

115 W. College Drive, Marshall, MN 56258

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
	USA	2608068	8/13/2002
	USA	2831132	4/13/2004