

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legendary Baking I, LLC		09/07/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Apple Valley Foods - US Inc.		
Street Address:	7597 E. US Highway 36		
City:	Avon		
State/Country:	INDIANA		
Postal Code:	46123		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4016699	LEGENDARY BAKING	
Registration Number:	4046125	LEGENDARY BAKING SINCE 1969	
Registration Number:	4361669	LEGENDARY BAKING	
CORRESPONDENCE DATA			
Fax Number:	3176845173		
<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:	3176845362		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer L. Day, Bose McKinney & Evans		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Jennifer L. Day		
SIGNATURE:	/Jennifer L. Day/		
DATE SIGNED:	09/16/2021		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this “Assignment”), dated as of September 7, 2021 (“Effective Date”), is by and between **Legendary Baking I, LLC** a Delaware limited liability company (the “Assignor”), and **Apple Valley Foods – US Inc.**, an Indiana corporation (the “Assignee”), and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement, by and between Assignor and Harlan Bakeries, LLC, an Indiana limited liability company (“Harlan”), dated as of August 10, 2021 (the “Purchase Agreement”), which was subsequently assigned by Harlan to Assignee. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

BACKGROUND STATEMENT

Assignor is the owner of the trademarks and the registrations and applications therefor as set forth on **Appendix A** attached hereto (the “Trademarks”). As set forth in the Purchase Agreement, Assignor desires to sell, transfer, convey, assign, and deliver to Assignee, and Assignee desires to purchase, acquire, and accept from Assignor, all of the Assignor’s right, title, and interest in and to the Trademarks, together with the goodwill of the business represented by the Trademarks, for the consideration and on the terms set forth in the Purchase Agreement.

STATEMENT OF AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all of the Assignor’s right, title, and interest in and to the Trademarks, together with any common law rights relating to the Trademarks and the goodwill of the business represented by the Trademarks, along with all rights to sue, counterclaim, and to collect damages and payments for claims of infringements, unfair competition, misappropriations, dilution, damage, or injury thereof, and all profit, income, royalties, damages, and payments now or hereafter due or payable with respect thereto that have not heretofore been paid to Assignor or its predecessors in interest (provided, however, that Assignor is not assigning to Assignee any rights that Assignor may have against any of Assignor’s or its predecessors’ current or former affiliates for their use of the Trademarks with respect to the period prior to the Effective Date), for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives.

2. No Modification. This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement, including the representations and warranties relating to the Trademarks.

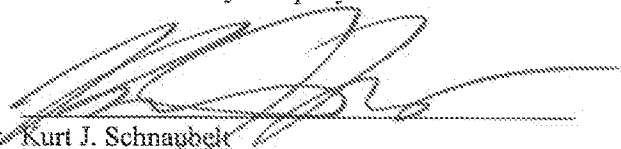
3. Incorporation of Certain Provisions of the Purchase Agreement. The following provisions of the Purchase Agreement are deemed to be incorporated herein by reference, mutatis mutandis, with the same effect as if the “Seller” therein shall be the Assignor herein and the “Purchaser” therein shall be the Assignee herein: 6.6 (Further Assurances); 10.3 (Consent to Jurisdiction; Service of Process; Waiver of Jury Trial); 10.5 (Entire Agreement; Amendments and Waivers); 10.6 (Governing Law); 10.7 (Notices); 10.8 (Severability); 10.9 (Binding Effect; Assignment); 10.10 (Counterparts); 10.11 (Other Definitional and Interpretive Matters); and 10.13 (No Third Party Beneficiaries).

[Signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR:

Legendary Baking I, LLC
a Delaware limited liability company

By: 
Name: Kurt J. Schnaubelt
Title: Chief Financial Officer

ACCEPTANCE

Assignee hereby declares that it has accepted the foregoing assignment as of the date first written above.


ASSIGNEE:

APPLE VALLEY FOODS – US INC.
an Indiana corporation

By: Hal P. Harlan
Name: Hal P. Harlan
Title: President

APPENDIX A
TO
ASSIGNMENT OF TRADEMARKS

U.S. Federal and International Registrations

MARK		COUNTRY	REGISTRATION NO.
LEGENDARY BAKING		United States	4361669
LEGENDARY BAKING		United States	4016699
LEGENDARY BAKING SINCE 1969 and Design		United States	4046125