

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schwan's Mama Rosa's, LLC		11/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Schwan's IP, LLC		
<b>Street Address:</b>	115 W. College Drive		
<b>City:</b>	Marshall		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56258		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5229566	FIGHT'N TOMATO	
<b>Registration Number:</b>	5229570	FIGHT'N TOMATO PIZZA CO.	
<b>Registration Number:</b>	1879961	MAMA ROSA'S	
<b>Registration Number:</b>	1493392	MAMA ROSA'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	952-832-4409		
<b>Email:</b>	sipllc@schwans.com		
<b>Correspondent Name:</b>	Emily R. Menchaca		
<b>Address Line 1:</b>	115 W. College Drive		
<b>Address Line 4:</b>	Marshall, MINNESOTA 56258		
<b>NAME OF SUBMITTER:</b>	Emily R. Menchaca		
<b>SIGNATURE:</b>	/Emily R. Menchaca/		
<b>DATE SIGNED:</b>	12/17/2021		
<b>Total Attachments: 4</b>			
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# TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Trademark Assignment**”), dated as of November 30, 2021 (“**Effective Date**”), is made by Schwan’s Mama Rosa’s, LLC (“**Assignor**”), a Delaware Limited Liability Company, located at 1910 Fair Rd, Sidney, Ohio 45365, 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 registrations and applications 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.

SCHWAN'S MAMA ROSA'S, LLC

By: Scott Xi

Name: Scott Xi

Title: Secretary

Address for Notices:

1910 Fair Rd, Sidney, OH 45365

SCHWAN'S IP, LLC

By: Scott Xi

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
FIGHT'N TOMATO	USA	5229566	1/24/2017
FIGHT'N TOMATO PIZZA CO.	USA	5229570	6/20/2017
	USA	1879961	2/21/1995
MAMA ROSA'S	USA	1493392	6/21/1988