

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716539

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <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> |
| Diamond Crystal Brands, Inc.  |  | 03/21/2022            | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Sugar Foods Corporation                            |                       |                    |
| <b>Street Address:</b>  | 3059 Townsgate Road                                |                       |                    |
| <b>Internal Address:</b>  | Suite 101  |                       |                    |
| <b>City:</b>  | Westlake Village                                   |                       |                    |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                    |
| <b>Postal Code:</b>   | 91361  |                       |                    |
| <b>Entity Type:</b>   | Corporation: NEW YORK                              |                       |                    |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 5555767  | CAFÉ DELIGHT          |                    |
| <b>Registration Number:</b>   | 1906728  | GOLD 'N NATURAL       |                    |
| <b>Registration Number:</b>   | 2168796  | GOLD'N NATURAL        |                    |
| <b>Serial Number:</b>   | 87449215   | CAFE' DELIGHT         |                    |
| <b>Serial Number:</b>   | 87448159   | CAFÉ DELIGHT          |                    |
| <b>Serial Number:</b>   | 88753390   | CAFÉ DELIGHT          |                    |
| <b>Serial Number:</b>   | 88756615   | CAFÉ DELIGHT          |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 9142859855   |                       |                    |
| <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>   | 914 285 9800                                       |                       |                    |
| <b>Email:</b>   | cdempsey@kelaw.com                                 |                       |                    |
| <b>Correspondent Name:</b>  | Kurzman Eisenberg Corbin & Lever, LLP              |                       |                    |
| <b>Address Line 1:</b>  | 1 North Broadway, 12th Floor                       |                       |                    |
| <b>Address Line 2:</b>  | Caitlin L. Dempsey, Esq.                           |                       |                    |
| <b>Address Line 4:</b>  | White Plains, NEW YORK 10601                       |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Caitlin L Dempsey                                  |                       |                    |
| <b>SIGNATURE:</b>   | /Caitlin L Dempsey/                                |                       |                    |

OP \$190.00 5555767

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 03/24/2022 |
|---------------------|------------|

**Total Attachments: 5**

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source=Group A Trademark Assignment - dated as of 3-21-2022 with Schedule I attached (00985570)#page2.tif

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment”), dated as of March 21, 2022, is made by Diamond Crystal Brands, Inc., a Delaware corporation, having an address at 3000 Tremont Road, Savannah, GA 31405 (“Seller”), in favor of Sugar Foods Corporation, a New York corporation, a New York corporation, having an address at 3059 Townsgate Road, Suite 101, Westlake Village, CA 91361 (“Buyer”).

### WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of June 2, 2020, and amended by that certain Amendment to Asset Purchase Agreement, dated as of July 24, 2020, and that certain Second Amendment to Asset Purchase Agreement, dated as of the date hereof (as amended, the “Purchase Agreement”); and

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:
  - A. all trademarks, whether registered or unregistered, including the trademark registrations set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), 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 Seller 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 claims and causes of action with respect to any of the foregoing, accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default;

- D. 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
- E. 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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. Jurisdiction and Choice of Law. This Trademark Assignment shall be deemed to be made and entered into in the State of New York, and shall in all respects be interpreted, enforced and governed under the laws of New York. The Parties agree that venue for any litigation brought to enforce this Trademark Assignment shall lie exclusively with the Supreme Court of the State of New York, County of New York or the Southern District of New York.


6. Signatures. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original when combined and shall constitute a single instrument. E-mail or facsimile signatures, including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com), shall bind the signatory to the same extent as an original ink signature.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the day and year first appearing above.

Buyer:

SUGAR FOODS CORPORATION

By:   
Name: Andrea Smith  
Title: VP Finance

Seller:

DIAMOND CRYSTAL BRANDS, INC.

By:   
Name: Michael Scott  
Title: CFO

Schedule I

Assigned Trademark Registrations

See attached

Schedule I  
Group A Marks

| Reference # | Mark                             | Class | Application # | Filing Date | Registration # | Reg. Date | Status     | Renewal Due           | Goods/Services  |
|-------------|----------------------------------|-------|---------------|-------------|----------------|-----------|------------|-----------------------|---|
| 2617242.102 | CAFE' DELIGHT                    | US    | 87/449,215    | 5/15/2017   |                |           | ABANDONED  |                       | 29 - Dairy-based beverage creamer, including cream, half and half, and milk |
| 2617242.102 | CAFE' DELIGHT                    | US    | 87/811,354    | 2/26/2018   | 5,555,767      | 9/4/2018  | REGISTERED | 9/4/2024 renewal due  | 1 - Artificial sweeteners   |
| 2617242.111 | GOLD 'N NATURAL                  | US    | 74/451,572    | 10/27/1993  | 1,906,728      | 7/18/1995 | REGISTERED | 7/18/2025 renewal due | 30 - Sugar  |
| 2617242.112 | GOLD'N NATURAL & Design          | US    | 75/020,222    | 11/15/1995  | 2,168,796      | 6/30/1998 | REGISTERED | 6/30/2028 renewal due | 30 - Sugar  |
| 2617242.123 | CAFÉ DELIGHT (Stylized) & Design | US    | 87/448,159    | 5/12/2017   |                |           | ABANDONED  | 1/17/2027 renewal due | 29 - Dairy-based beverage creamer, including cream, half and half, and milk |
| 2617242.123 | CAFÉ DELIGHT (Stylized) & Design | US    | 88/753,390    | 1/9/2020    |                |           | ABANDONED  |                       | 29 - Creamers for beverages   |
| 2617242.129 | CAFÉ DELIGHT (Stylized) & Design | US    | 88/756,615    | 1/13/2020   |                |           | ABANDONED  |                       | 1 - Artificial sweeteners   |