

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719894

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JOHNVINCE FOODS LTD.		03/17/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JOHNVINCE FOODS		
<b>Street Address:</b>	555 Steeprock Drive		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M3J2Z6		
<b>Entity Type:</b>	Partnership: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4843838	ORGANICALLY YOURS	
<b>Registration Number:</b>	4868960	STOCK & BARREL	
<b>Registration Number:</b>	4990981	STOCK & BARREL BULK FOODS - ALIMENTS EN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175265000		
<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>	617-526-6658		
<b>Email:</b>	huelinh.tran@wilmerhale.com		
<b>Correspondent Name:</b>	John V. Hobgood, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	John V. Hobgood, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	John V. Hobgood		

OP \$90.00 4843838

<b>SIGNATURE:</b>	/john v. hobgood/
<b>DATE SIGNED:</b>	04/08/2022
<b>Total Attachments: 6</b> source=Asset Purchase Agreement Johnvince Foods Ltd. to Johnvince Foods, a Partnership#page1.tif source=Asset Purchase Agreement Johnvince Foods Ltd. to Johnvince Foods, a Partnership#page2.tif source=Asset Purchase Agreement Johnvince Foods Ltd. to Johnvince Foods, a Partnership#page3.tif source=Asset Purchase Agreement Johnvince Foods Ltd. to Johnvince Foods, a Partnership#page4.tif source=Asset Purchase Agreement Johnvince Foods Ltd. to Johnvince Foods, a Partnership#page5.tif source=Asset Purchase Agreement Johnvince Foods Ltd. to Johnvince Foods, a Partnership#page6.tif	

# ASSET PURCHASE AGREEMENT

**THIS AGREEMENT** is made March 17, 2022.

**BETWEEN:**

**JOHNVINCE FOODS LTD.,**  
a corporation formed under the laws of the  
Province of Ontario

(the “**Vendor**”)

**AND:**

**JOHNVINCE FOODS,**  
a partnership formed under the laws of the  
Province of Ontario

(the “**Purchaser**”)

**RECITALS:**

- A. The Vendor holds an interest in certain trademarks more particularly described in Schedule A to this Agreement (“**Trademarks**”).
- B. The Vendor wishes to sell and the Purchaser wishes to purchase all of the Vendor’s rights, title and interest in the Trademarks effective as of March 17, 2022 (“**Effective Date**”) in consideration for an addition to the capital account maintained by the Purchaser for the partnership interest of the Vendor in the amount of \$1.00.
- C. The Vendor and Purchaser agree to take all necessary steps to effect a transfer of the Trademarks within a reasonable time following the date of this Agreement.

**FOR VALUE RECEIVED, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1 – PURCHASE AND SALE**

- 1.1 Subject to the terms and conditions of this Agreement, the Vendor sells and the Purchaser purchases the Vendor’s rights, title and interest in the Trademarks as of the Effective Date, together with, if applicable, all goodwill in the business associated therewith and symbolized thereby, and all rights thereto, including but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, passing off, misappropriation or other violation thereof, and the right to sue therefore.

## **SECTION 2 – PURCHASE PRICE**

2.1 The purchase price for the Vendor's interest in the Trademarks shall be the sum of \$1.00 ("**Purchase Price**").

## **SECTION 3 – PAYMENT OF THE PURCHASE PRICE**

3.1 The Purchaser shall satisfy the Purchase Price for the Vendor's interest in the Trademarks by crediting the capital account maintained by the Purchaser with respect to the partnership interest of the Vendor with the sum of \$1.00 (the "**Capital Account Credit**").

## **SECTION 4 – TAX ELECTION**

4.1 The Vendor and the Purchaser shall jointly execute and the Vendor shall file, an election within the prescribed time and in prescribed form under subsection 97(2) of the Income Tax Act (Canada) (the "**Act**") electing to transfer the Vendor's interest in the Trademarks for the purposes of the Act at an amount agreed to between the parties.

## **SECTION 5 – VENDOR'S REPRESENTATIONS AND WARRANTIES**

5.1 The Vendor represents and warrants to the Purchaser as of the Effective Date as follows:

- (a) the Vendor is duly incorporated and subsisting under the laws of the province of Ontario;
- (b) no third party has any agreement or option or right capable of becoming an agreement or option for the purchase or acquisition of all or any part of the Vendor's interest in the Trademarks;
- (c) there is not now any order, injunction, decree, statute, rule, regulation, agreement or other instrument binding upon the Vendor that will be violated by the execution and delivery of this Agreement or will prevent the performance or satisfaction by the Vendor of any term or condition contained in this Agreement;
- (d) all governmental, regulatory, corporate and other consents and approvals necessary or appropriate in respect of the transfer of the Trademarks have been obtained; and
- (e) the Vendor is not a non-resident of Canada for the purposes of the Act.

## **SECTION 6 – PURCHASER'S REPRESENTATIONS AND WARRANTIES**

6.1 The Purchaser represents and warrants to the Vendor as of the Effective Date as follows:

- (a) the Purchaser is a partnership duly formed and subsisting under the laws of the Province of Ontario;
- (b) the Capital Account Credit has been duly authorized and the Capital Account Credit does not result in a breach of any term or provision of, or constitute a default under any indenture, agreement, instrument, licence or permit to which the Purchaser is a

party or by which it is bound or any unanimous shareholder agreement or any provision of its articles, by-laws or governing documents;

- (c) the Purchaser is not a “non-Canadian” within the meaning of the Investment Canada Act and the regulations thereunder;
- (d) the Purchaser has all necessary corporate power and authority to enter into this Agreement and perform its obligations hereunder; and
- (e) this Agreement has been duly authorized, executed and delivered by the Purchaser and is a valid, binding and enforceable obligation of the Purchaser.

## **SECTION 7 –TRANSFER OF OWNERSHIP**

- 7.1 For greater certainty, the Vendor and Purchaser acknowledge and agree that the purchase and sale contemplated by this Agreement shall take effect and be completed upon and by virtue of the execution of this Agreement without any other formality and the Vendor grants, assigns and transfers to the Purchaser as of the Effective Date, all of the Vendor’s rights, title and interest in the Trademarks.
- 7.2 The Vendor agrees to execute and take such steps as necessary to record a confirmatory assignment in the form of Schedule B to update registration records at applicable trademark registration office(s) to reflect the Purchaser as owner, within a reasonable time following the date of this Agreement.
- 7.3 The transfer of the Trademarks shall be registered to the Purchaser at its address at 555 Steeprock Drive, Toronto, ON, M2J 2Z6.

## **SECTION 8 — GENERAL**

- 8.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussion, undertakings, representations, warranties and understandings, whether written or verbal. There are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement.
- 8.2 **Time of Essence.** For every term of this Agreement, time is of the essence.
- 8.3 **Assignment and Benefit.** No party may assign this Agreement or any portion hereof without the prior written consent of the other party. This Agreement enures to the benefit of and binds the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 8.4 **Governing Law.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the province of Ontario and the laws of Canada applicable in Ontario.

- 8.5 **Further Assurances.** Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the terms and intent of this Agreement.
- 8.6 **Survival of Representations and Warranties.** The representations and warranties in this Agreement or in any document delivered hereunder shall survive the closing of the transaction of purchase and sale contemplated by this Agreement.

**IN WITNESS WHEREOF** the Vendor and Purchaser, or their duly authorized representatives, have caused this Agreement to be executed as of the date hereof.

**JOHNVINCE FOODS LTD.**


By: Giuseppe Pulla  
Giuseppe (Joe/Joseph) Pulla, President

**JOHNVINCE FOODS (Partnership),**  
by its partners: **JOHNVINCE FOODS LTD.,**  
**J. PULLA LIMITED, R. PULLA LTD. and**  
**V. PULLA LIMITED**

By: Giuseppe Pulla  
Giuseppe (Joe/Joseph) Pulla, Authorized  
Signing Officer

**SCHEDULE A**

**TRADEMARKS**

Jurisdiction	Appln No.	Regn No.	Mark	Status
Canada	1660520	TMA958823	CAROLINE'S CUPBOARD	Registered
Canada	1480453	TMA853383	STOCK & BARREL	Registered
Canada	1480449	TMA853384	STOCK & BARREL & DESIGN 	Registered
Canada	1434181	TMA801728	MILLGROVE & DESIGN 	Registered
Canada	1387029	TMA757585	ERASE YOUR HUNGER	Registered
Canada	1352740	TMA740469	TONINO'S	Registered
Canada	1349178	TMA761670	BIOLOGIQUEMENT VÔTRE	Registered
Canada	1329058	TMA713650	ORGANICALLY YOURS	Registered
Canada	1301516	TMA741393	COUNTRY BAKE & Design 	Registered
Canada	1135207	TMA601710	CANDY KINGDOM	Registered
Canada	690251	TMA406968	GOURMET ROAST DESIGN 	Registered
Canada	674727	TMA399405	GOURMET ROAST & DESIGN 	Registered
US	86337366	4843838	ORGANICALLY YOURS	Registered
US	85496649	4990981	STOCK & BARREL BULK FOODS - ALIMENTS EN VRAC 	Registered
US	85496631	4868960	STOCK & BARREL	Registered