

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dr. Oetker USA, LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	G.A. Productions LLC		
Street Address:	11 Gregg Street		
City:	Lodi		
State/Country:	NEW JERSEY		
Postal Code:	07644		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1099747	ELLIO'S	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	chris.bollinger@afslaw.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	ArentFox Schiff LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	47232-0005		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	04/18/2022		
Total Attachments: 4			
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EXECUTION COPY

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), dated as of December 30, 2020 is made by DR. OETKER USA, LLC, a Delaware limited liability company ("**Assignor**"), in favor of G.A. PRODUCTIONS LLC, a Delaware limited liability company ("**Assignee**"), the Assignee of certain assets of Assignor pursuant to the Purchase Agreement (as defined herein).

WHEREAS, pursuant to a certain Purchase Agreement, dated as of September 15, 2020, among GA MANAGEMENT CHICAGO LLC, a Delaware limited liability company (the "**Purchaser**"), Assignor, D.O. PRODUCTIONS, LLC, a Delaware limited liability, WDO BRANDS INDUSTRIES LLC, a Delaware limited liability company, and, solely for purposes of Section 12.19 thereof, DR. AUGUST OETKER KG, a limited partnership formed under the laws of Germany, as amended by that certain Amendment No. 1 to Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"), Assignor conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office; and

WHEREAS, pursuant to Section 12.10 of the Purchase Agreement and that certain Assignment and Assumption of Purchase Agreement dated as of December 24, 2020, by and among Purchaser, Assignee, and G.A. GREGG CORPORATION, a Delaware corporation (the "**Equity Purchaser**"), Purchaser, assigned, its rights and obligations under the Purchase Agreement to Assignee and Equity Purchaser.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties, intending to be legally bound, agree as follows:

1. Assignment. 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 trademarks and the registrations therefor set forth on Schedule 0 hereto (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 Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(c) 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. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and

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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. 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 Assignor and Buyer with respect to the Assigned Trademarks. 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. 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.

5. 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.

6. 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 State of New York, as set forth in further detail in Section 12.15 of the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

DR. OETKER USA, LLC

DocuSigned by:
By: Marco Schmidt
Name: Marco Schmidt
Title: director

G.A. PRODUCTIONS LLC

DocuSigned by:
By: Jo-Ann Obergfell
Name: Jo-Ann Obergfell
Title: Manager


DS DS
JA JA

SCHEDULE 1

Assigned Trademarks

Mark		Country	Serial No.	Registration No.	Registration Date
ELLIO'S		US	73135609	1099747	August 15, 1978
A PIE APART ¹		US	85795508	4621727	October 14, 2014

NY154427817 3/10/45

¹ Purchaser has consented to letting this filing lapse.