

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726900

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900679995		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caravan Ingredients Inc.		03/01/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synova LLC		
<b>Street Address:</b>	417 East Water Street		
<b>City:</b>	Urbana		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43078		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5311308	BAKE-WELL	
<b>Registration Number:</b>	0645917	BAKE-WELL	
<b>Registration Number:</b>	4589364	SPRASHORT	
<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>	6142290010		
<b>Email:</b>	tscharf@ULMER.COM		
<b>Correspondent Name:</b>	Courtney j. miller		
<b>Address Line 1:</b>	65 East State Street		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Columbus, OHIO 43215-4213		
<b>ATTORNEY DOCKET NUMBER:</b>	46287-0005		
<b>NAME OF SUBMITTER:</b>	Courtney J. Miller		
<b>SIGNATURE:</b>	/Courtney J. Miller/		
<b>DATE SIGNED:</b>	05/10/2022		
<b>Total Attachments: 3</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**Assignment**") is made, entered into as of March 1, 2022 (the "**Effective Date**"), by and between Caravan Ingredients Inc., a Georgia corporation ("**Assignor**"), and Synova LLC, an Ohio limited liability company ("**Assignee**"). Assignor and Assignee may be referred to in this Agreement individually as a "**Party**" and, collectively, as the "**Parties**".

### RECITALS:

WHEREAS, Assignor is the owner of trademark registrations and intellectual property assets identified in Exhibit A to this Assignment (the "**Marks**");

WHEREAS, Assignor and Assignee are entering into a certain Asset Transfer and Royalty Agreement dated as of even date herewith (the "**Asset Transfer and Royalty Agreement**"); and

WHEREAS, pursuant to the Asset Transfer and Royalty Agreement, Assignor agrees to sell, assign, transfer, convey, and deliver all of Assignor's right, title, and interest in the Marks and Assignee agreed to accept same.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants contained in this Assignment, and in the Asset Transfer and Royalty Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Subject to the terms and conditions set forth herein and those set forth in the Asset Transfer and Royalty Agreement, Assignor irrevocably conveys, transfers, and assigns to Assignee as of the Effective Date any and all of Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith and symbolized thereby, and Assignee accepts any and all such right, title, and interest.

2. Authorization. Assignor hereby authorizes Assignee to register with any Governmental Body (each, a "**Registrar**") and record Assignee as the assignee or transferee of the Marks. Assignor agrees to execute, or procure the execution of, any necessary transfer documents and provide the information as required by such Registrar in connection with the recordation and this Assignment.

3. Reservation of Rights. Assignor hereby reserves to itself, and to its affiliated companies, until February 28, 2023, a fully-paid, royalty-free, non-exclusive, worldwide, non-assignable license to use the Marks for any commercial purpose not expressly prohibited by the Asset Transfer and Royalty Agreement.

4. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment and the Asset Transfer and Royalty Agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Kansas without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

6. Entire Assignment Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the assignment of the Marks contemplated hereunder, and supersedes all prior negotiations and agreements, whether written or oral, relating to such.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

8. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Intellectual Property Assignment Agreement to be effective as of the Effective Date.

**ASSIGNOR:**

Caravan Ingredients Inc.

By: 

Mark Hotze, Vice President

**ASSIGNEE:**

Synova LLC

By: 

Gilbert Bundy, CEO VP