

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM739615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Associated Brands, Inc.		07/02/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bay Valley Foods, LLC		
Street Address:	2021 Spring Road, Suite 600		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90151583	J CLOTH	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	94206-00007		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	07/07/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of July 2, 2022 and effective as of May 31, 2022 (the “**Effective Date**”) by and between Associated Brands, Inc., a New York corporation with an address at 2021 Spring Road, Suite 600, Oak Brook, Illinois 60523 (“**Assignor**”) and Bay Valley Foods, LLC, a Delaware limited liability company with an address at 2021 Spring Road, Suite 600, Oak Brook, Illinois 60523 (“**Assignee**”). Assignor and Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the trademark application (together with all goodwill associated therewith and symbolized thereby) set forth on Attachment A attached hereto (the “**Assigned Mark**”), and Assignor wishes to assign such right, title and interest in and to such Assigned Mark to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

1. Transfer of Assigned Mark. Once the statement of use for the Assigned Mark has been filed under 15 U.S.C. § 1051(d) and examined and accepted by the United States Patent and Trademark Office, Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee, without the need for a separate writing, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned Mark; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned Mark, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Mark; and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee’s expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Mark in Assignee. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government authority to record and register this Assignment upon request by Assignee.

3. Entire Agreement. This Assignment reflects the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned Mark from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law and Venue. This Assignment and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal

laws of, the State of Delaware without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Assignment brought by any Party or its successors or assigns against any other Party shall be brought and determined in the Court of Chancery of the State of Delaware; provided that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Assignment may be executed by .pdf signature and a .pdf signature shall constitute an original for all purposes.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: **ASSOCIATED BRANDS, INC.**

By: Kristy N. Waterman
Name: Kristy N. Waterman
Title: Executive Vice President

ASSIGNEE:

BAY VALLEY FOODS, LLC

By: Kristy N. Waterman
Name: Kristy N. Waterman
Title: Executive Vice President

Attachment A

Mark	Owner	Country	App. No.
J CLOTH	Associated Brands, Inc.	United States	90151583

Associated Brands, Inc. to Bay Valley LLC