

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM739633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sturm Foods, Inc.		07/02/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Meal Preparation, Inc.		
Street Address:	2021 Spring Road, Suite 600		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0952196	CAINS	
Registration Number:	3495499	CAINS	
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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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY 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 Sturm Foods, Inc., a Wisconsin corporation with an address at 2021 Spring Road, Suite 600, Oak Brook, Illinois 60523 (“**Assignor**”) and Meal Preparation, Inc., a Delaware corporation 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, Assignor, Bay Valley Foods, LLC, TreeHouse Private Brands, Inc., Ralcorp Frozen Bakery Products, Inc., TreeHouse Foods, Inc., TreeHouse Foods Services, LLC and Assignee have entered into that certain Asset Contribution Agreement, dated July 2, 2022 (the “**Contribution Agreement**”); and

WHEREAS, in connection with the Contribution Agreement, the parties to the Contribution Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks (together with all goodwill associated therewith and symbolized thereby in each case) set forth on Attachment A attached hereto (the “**Assigned IP**”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP 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 IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned IP; (b) all income, royalties, damages, and payments due or payable on the Effective Date or thereafter with respect to the Assigned IP (including, without limitation, damages and payments for past or future infringements or misappropriations thereof); (c) the right to sue and recover for past infringements or misappropriations of the Assigned IP; and (d) any and all corresponding rights that, now or hereafter, may be secured in any jurisdiction throughout the world.

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 IP 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, and the Contribution Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements,

Sturm Foods, Inc. to Meal Preparation, Inc.

understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Contribution Agreement.

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.

7. Contribution Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Contribution Agreement or any liability or obligation of the Assignor or Assignee arising under the Contribution Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

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: **STURM FOODS, INC.**

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

ASSIGNEE:

MEAL PREPARATION, INC.

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

Attachment A

U.S. & International Trademarks:

Mark	Owner	Country	App. No.	Reg. No.
CAINS	Sturm Foods, Inc.	United States	72378749	952196
CAINS	Sturm Foods, Inc.	Canada	395082	TMA226210
CAINS & Design	Sturm Foods, Inc.	United States	77382761	3495499

Sturm Foods, Inc. to Meal Preparation, Inc.