

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM739631

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay Valley Foods, LLC		07/02/2022	Limited Liability Company: DELAWARE
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: 33			
Property Type	Number	Word Mark	
Registration Number:	1773092	AUNT JANE'S	
Registration Number:	2130601	BANQUET	
Registration Number:	1995166	CANE PATCH	
Registration Number:	1988445	CAPCO	
Registration Number:	2048573	FARMAN'S	
Registration Number:	2794362	GARDEN GOODNESS	
Registration Number:	5970981	HAPPY HOUR	
Registration Number:	1958479	JACKAROO	
Registration Number:	1927769		
Registration Number:	1398682	NATURALLY FRESH	
Registration Number:	3266318	NATURALLY FRESH	
Registration Number:	1254865	NATURALLY FRESH	
Registration Number:	2009770	NORTHWOODS	
Registration Number:	2002655	OH! BOY	
Registration Number:	0739442	OH!BOY	
Registration Number:	0197035	OH! BOY	
Registration Number:	2002654	OLD PLANTATION	
Serial Number:	97129982	PASTA, THE WAY IT SHOULD BE.	
Registration Number:	1750282	PICKLE FAIR	

CH \$840.00 1773092

Property Type	Number	Word Mark
Registration Number:	1845770	PILGRIM FARMS
Registration Number:	1456688	PROUD PRODUCTS
Registration Number:	5313596	RAVARINO
Registration Number:	3169901	RIVERWALK CANTINA
Registration Number:	2001046	RODDENBERY'S
Registration Number:	3920522	ROD'S
Registration Number:	0646185	ROD'S
Registration Number:	4074335	SAN ANTONIO FARMS
Registration Number:	2042766	SANDWICH SLICERS
Registration Number:	3941297	SCHWARTZ'S
Registration Number:	1322380	SCHWARTZ'S
Registration Number:	3215140	STEINFELD'S
Registration Number:	4063356	SURFBOARDS
Registration Number:	2816704	VAN DE WALLE FARMS

CORRESPONDENCE DATA

Fax Number: 9494754754

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.

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: 7

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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 Bay Valley Foods, LLC, a Delaware limited liability company 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, TreeHouse Private Brands, Inc., Ralcorp Frozen Bakery Products, Inc., TreeHouse Foods, Inc., TreeHouse Foods Services, LLC, Sturm Foods, Inc. 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 patents, trademarks (together with all goodwill associated therewith and symbolized thereby in each case) and domain names 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. Proxy Service and Electronic Transfer for Domain Names. Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names included in the Assigned IP on Assignor’s behalf to authorize or request, the applicable registration authority to transfer the domain names included in the Assigned IP from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to cooperate with Assignee to initiate

and complete the transfer process in relation to the domain names included in the Assigned IP electronically from Assignor's account to Assignee's account and servers.

3. 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 Patents and 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.

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

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

6. 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.

7. 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.

8. 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.

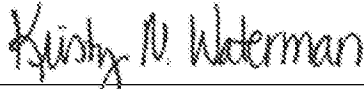
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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

BAY VALLEY FOODS, LLC

By:



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.
AUNT JANE'S	Bay Valley Foods, LLC	United States	74305146	1773092
BANQUET	Bay Valley Foods, LLC	United States	75247255	2130601
CANE PATCH	Bay Valley Foods, LLC	United States	74697000	1995166
CAPCO	Bay Valley Foods, LLC	United States	74700764	1988445
FARMAN'S	Bay Valley Foods, LLC	United States	74570069	2048573
FARMAN'S	Bay Valley Foods, LLC	Canada	1286756	TMA737732
FARMAN'S	Bay Valley Foods, LLC	South Korea	40-2006-2856	4006937670000
GARDEN GOODNESS	Bay Valley Foods, LLC	United States	76486614	2794362
GARDEN GOODNESS	Bay Valley Foods, LLC	Canada	2155381	
HAPPY HOUR	Bay Valley Foods, LLC	United States	88339967	5970981
JACKAROO	Bay Valley Foods, LLC	United States	74570513	1958479
King Pickle Design	Bay Valley Foods, LLC	United States	74571333	1927769
KRAVIN' KETO	Bay Valley Foods, LLC	Canada	2162834	
MARKET STAND	Bay Valley Foods, LLC	Canada	1832641	TMA1015405
NATURALLY FRESH	Bay Valley Foods, LLC	United States	73429799	1398682
NATURALLY FRESH	Bay Valley Foods, LLC	United States	78781081	3266318
NATURALLY FRESH	Bay Valley Foods, LLC	United States	73259805	1254865
NATURALLY FRESH	Bay Valley Foods, LLC	Canada	770879	TMA482919
NATURALLY FRESH	Bay Valley Foods, LLC	Mexico	219968	532522
NORTHWOODS	Bay Valley Foods, LLC	United States	74700766	2009770
OH! BOY	Bay Valley Foods, LLC	United States	74700767	2002655

Bay Valley Foods, LLC to Meal Preparation, Inc.

Mark	Owner	Country	App. No.	Reg. No.
OH! BOY (Stylized)	Bay Valley Foods, LLC	United States	72095635	739442
OH! BOY (Stylized)	Bay Valley Foods, LLC	United States	71204630	197035
OLD PLANTATION	Bay Valley Foods, LLC	United States	74700763	2002654
PASTA, THE WAY IT SHOULD BE.	Bay Valley Foods, LLC	United States	97129982	N/A
PICKLE FAIR (Stylized)	Bay Valley Foods, LLC	United States	74250314	1750282
PILGRIM FARMS	Bay Valley Foods, LLC	United States	74324876	1845770
PROUD PRODUCTS	Bay Valley Foods, LLC	United States	73627748	1456688
RAVARINO	Bay Valley Foods, LLC	United States	87284082	5313596
RAVARINO	Bay Valley Foods, LLC	Canada	1817716	N/A
RAVARINO & FRESCHI & DESIGN	Bay Valley Foods, LLC	Canada	1483122	TMA851967
RAVARINO & FRESCHI & DESIGN	Bay Valley Foods, LLC	Canada	1358529	TMA790466
RIVERWALK CANTINA	Bay Valley Foods, LLC	United States	78589745	3169901
RODDENBERY'S	Bay Valley Foods, LLC	United States	74700765	2001046
ROD'S	Bay Valley Foods, LLC	United States	77755059	3920522
ROD'S (Sylized)	Bay Valley Foods, LLC	United States	71690197	646185
SAN ANTONIO FARMS	Bay Valley Foods, LLC	United States	85363052	4074335
SAN ANTONIO FARMS	Bay Valley Foods, LLC	Canada	1921822	N/A
SANDWICH SLICERS	Bay Valley Foods, LLC	United States	74698747	2042766
SCHWARTZ'S	Bay Valley Foods, LLC	United States	77756787	3941297
SCHWARTZ'S (Stylized)	Bay Valley Foods, LLC	United States	73416850	1322380
STEINFELD'S	Bay Valley Foods, LLC	United States	78746223	3215140
STEINFELD'S	Bay Valley Foods, LLC	Canada	1384776	TMA798218
STEINFELD'S	Bay Valley Foods, LLC	China	BA644/16166A	19722801
STEINFELD'S	Bay Valley Foods, LLC	Hong Kong	N/A	200112916

Bay Valley Foods, LLC to Meal Preparation, Inc.

Mark	Owner	Country	App. No.	Reg. No.
STEINFELD'S	Bay Valley Foods, LLC	Taiwan (Province of China)	90010300	00993296
SURFBOARDS	Bay Valley Foods, LLC	United States	85308449	4063356
VAN DE WALLE FARMS	Bay Valley Foods, LLC	United States	76502515	2816704

U.S. & International Patents:

Title	Owner	Country	Reg. No.
CONTINUOUS PICKLE DESALTING PROCESS AND APPARATUS	Bay Valley Foods, LLC	United States	7601372
BOTTLE	Bay Valley Foods, LLC	United States	D743800
BOTTLE	Bay Valley Foods, LLC	United States	D744348
BOTTLE	Bay Valley Foods, LLC	United States	D743801
BOTTLE	Bay Valley Foods, LLC	United States	D825339
BOTTLE	Bay Valley Foods, LLC	United States	D807186
BOTTLE	Bay Valley Foods, LLC	United States	D825340
CONTINUOUS PICKLE DESALTING PROCESS AND APPARATUS	Bay Valley Foods, LLC	Canada	2637668
CONTINUOUS PICKLE DESALTING PROCESS AND APPARATUS	Bay Valley Foods, LLC	India	277742
CONTINUOUS PICKLE DESALTING PROCESS AND APPARATUS	Bay Valley Foods, LLC	Mexico	283021

Domain Names:

Domain Name	Registrant Name / Organization
pastalensi.it	Bay Valley Foods
heartlandpasta.us	Jeff Marquis / Bay Valley Foods
pastificio-annoni.it	Bay Valley Foods
saucemaker.ca	Bay Valley Foods, Inc.

Bay Valley Foods, LLC to Meal Preparation, Inc.