

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740254

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Mills Marketing, Inc.		05/16/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GM Endeavor Holding Inc.
Street Address:	1 General Mills Boulevard
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55426
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1306264	CHICKEN HELPER
Registration Number:	0891676	HAMBURGER HELPER
Registration Number:	1612249	HAMBURGER HELPER
Registration Number:	1841959	HAMBURGER HELPER
Registration Number:	1088265	
Registration Number:	4432646	
Registration Number:	0977430	HELPER
Registration Number:	5198915	HELPING HAND
Registration Number:	3152351	MICROWAVE SINGLES
Registration Number:	3865159	ONE POUND. ONE PAN. ONE TASTY MEAL.
Registration Number:	0972518	TUNA HELPER
Registration Number:	4946283	SUDDENLY GRAIN SALAD
Registration Number:	2683505	SUDDENLY PASTA SALAD
Registration Number:	1408814	SUDDENLY SALAD

CORRESPONDENCE DATA

Fax Number:

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.

CH \$365.00 1306264

Phone: 763-764-5524
Email: trade.marks@genmills.com
Correspondent Name: General Mills Marketing, Inc.
Address Line 1: 1 General Mills Boulevard
Address Line 4: Minneapolis, MINNESOTA 55426

NAME OF SUBMITTER: Joshua J. Burke

SIGNATURE: /JJ Burke/

DATE SIGNED: 07/11/2022

Total Attachments: 6

source=Trademark Assignment Agreement (Sequence 1 of 3)#page1.tif

source=Trademark Assignment Agreement (Sequence 1 of 3)#page2.tif

source=Trademark Assignment Agreement (Sequence 1 of 3)#page3.tif

source=Trademark Assignment Agreement (Sequence 1 of 3)#page4.tif

source=Trademark Assignment Agreement (Sequence 1 of 3)#page5.tif

source=Trademark Assignment Agreement (Sequence 1 of 3)#page6.tif

TRADEMARK ASSIGNMENT (STEP 5)

This Trademark Assignment (this “**Assignment**”), dated May 16, 2022 (the “**Effective Date**”), is entered into by and between General Mills Marketing, Inc., a Delaware corporation (“**Assignor**”) and GM Endeavor Holding Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, pursuant to that certain Contribution Agreement, dated May 16, 2022, between Assignor, Assignee, GM Endeavor, LLC, a Delaware limited liability company, and GM Endeavor 1, LLC, a Delaware limited liability company, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s right, title and interest in and to the trademarks and trademark applications listed on Exhibit A hereto (the “**Trademarks**”), and domain names listed on Exhibit A hereto (the “**Domain Names**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, its successors and assigns, and Assignee hereby accepts the assignment, transfer, conveyance and delivery of, all right, title and interest of Assignor, free and clear of all liens, in and to the Trademarks and the Domain Names, including:

- (a) all registrations and pending applications to register or otherwise obtain legal protection, domestic and foreign, for the Trademarks;
- (b) all rights to make application, domestic and foreign, in the future to register, extend, renew or otherwise obtain or maintain legal protection for any of the Trademarks;
- (c) all rights to grant licenses or other interests in or to the Trademarks;
- (d) all rights of priority under laws, domestic and foreign, and international conventions with respect to the Trademarks;
- (e) all income, royalties, damages, and payments now or hereafter due or payable under and in respect to the Trademarks;
- (f) all goodwill associated with the Trademarks;
- (g) all benefits, privileges, common law rights, claims, causes of action (either in law or equity) and remedies relating thereto, and the right to sue, counterclaim, otherwise bring actions and recover for past, present and future infringement, misappropriation, dilution or other violation of the Trademarks, including the right to settle suits involving claims and demands for royalties owing; and
- (h) all other rights and privileges corresponding thereto throughout the world;

the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the

same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Further Assurances. Assignor agrees to sign all necessary papers and do all lawful acts reasonably requisite to give effect to and record the assignment to Assignee under this Assignment, without further compensation, but at the expense of Assignee or its successors and assigns.

3. Due Authorization. Assignor hereby authorizes and requests any official of any applicable governmental authority to (a) record Assignee as assignee and owner of the entire right, title and interest in and to the Trademarks and the Domain Names and (b) issue any and all registrations from any and all applications for registration included in the Trademarks and the Domain Names to and in the name of Assignee.

4. Domain Names. Immediately after the Effective Date, Assignor shall transfer any and all Domain Names from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such Domain Names in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such Domain Names.

5. No Representations or Warranties. Assignee acknowledges and agrees that the Trademarks and the Domain Names are assigned to Assignee hereunder on an "as is, where is" basis, and Assignor expressly disclaims any and all representations and warranties of any kind, either express or implied, including any warranties of validity, enforceability or infringement or dilution of any third-party rights.

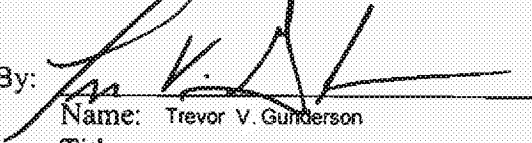
6. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of page intentionally left blank]

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

GENERAL MILLS MARKETING, INC.

By: 
Name: Trevor V. Gunderson
Title: Director

GM ENDEAVOR HOLDING INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement (Step 5)]

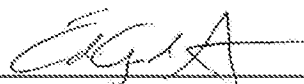
TRADEMARK
REEL: 007776 FRAME: 0263

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

GENERAL MILLS MARKETING, INC.

By: _____
Name: Trevor V. Gunderson
Title: Director

GM ENDEAVOR HOLDING INC.

By:  _____
Name: Edgar DeGuia
Title: Treasurer

[Signature Page to Trademark Assignment Agreement (Step 5)]