

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM740262

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GM Endeavor Holding Inc.		05/16/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GM Endeavor, LLC		
<b>Street Address:</b>	1 General Mills Boulevard		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55426		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1306264	CHICKEN HELPER	
<b>Registration Number:</b>	0891676	HAMBURGER HELPER	
<b>Registration Number:</b>	1612249	HAMBURGER HELPER	
<b>Registration Number:</b>	1841959	HAMBURGER HELPER	
<b>Registration Number:</b>	1088265		
<b>Registration Number:</b>	4432646		
<b>Registration Number:</b>	0977430	HELPER	
<b>Registration Number:</b>	5198915	HELPING HAND	
<b>Registration Number:</b>	3152351	MICROWAVE SINGLES	
<b>Registration Number:</b>	3865159	ONE POUND. ONE PAN. ONE TASTY MEAL.	
<b>Registration Number:</b>	0972518	TUNA HELPER	
<b>Registration Number:</b>	4946283	SUDDENLY GRAIN SALAD	
<b>Registration Number:</b>	2683505	SUDDENLY PASTA SALAD	
<b>Registration Number:</b>	1408814	SUDDENLY SALAD	
<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>			

CH \$365.00 1306264

**Phone:** 763-764-5524  
**Email:** trade.marks@genmills.com  
**Correspondent Name:** GM Endeavor Holding 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**

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## TRADEMARK ASSIGNMENT (STEP 6)

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

WHEREAS, pursuant to that certain Contribution Agreement, dated May 16, 2022, between Assignor, Assignee, General Mills Marketing, Inc., a Delaware corporation, 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.

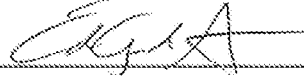
6. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto shall be governed 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.

GM ENDEAVOR Holding INC.

By:   
Name: Edgar DeGuia  
Title: Treasurer

GM ENDEAVOR, LLC

By: Pet Incorporated, its sole member

By: \_\_\_\_\_  
Name: Wendy C. Unglaub  
Title: VP, Chief Tax Officer and  
Principal Tax Counsel

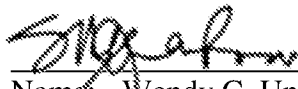
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

GM ENDEAVOR Holding INC.

By: \_\_\_\_\_  
Name:  
Title:

GM ENDEAVOR, LLC

By: Pet Incorporated, its sole member

By:  \_\_\_\_\_  
Name: Wendy C. Unglaub  
Title: VP, Chief Tax Officer and  
Principal Tax Counsel