

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GM Endeavor 1, LLC		07/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Family Foods Group LLC		
Street Address:	1975 E 61st Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44103		
Entity Type:	Limited Liability Company: 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:	2129096836		
<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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Caroline P. Geiger, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Caroline P. Geiger

SIGNATURE: /Caroline P. Geiger/

DATE SIGNED: 08/18/2022

Total Attachments: 8

source=Trademark Assignment Agreement_ Executed#page1.tif
source=Trademark Assignment Agreement_ Executed#page2.tif
source=Trademark Assignment Agreement_ Executed#page3.tif
source=Trademark Assignment Agreement_ Executed#page4.tif
source=Trademark Assignment Agreement_ Executed#page5.tif
source=Trademark Assignment Agreement_ Executed#page6.tif
source=Trademark Assignment Agreement_ Executed#page7.tif
source=Trademark Assignment Agreement_ Executed#page8.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into on July 1, 2022 by and among GM Endeavor 1, LLC (“GM Endeavor”) and General Mills, Inc. (“Seller”, and together with GM Endeavor, the “Assignors”), and Eagle Family Foods Group LLC (“Assignee”) (Assignors and Assignee are each hereinafter referred to as a “Party,” and collectively, as the “Parties”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Seller, Assignee and Eagle Family Foods Group Holdings, LLC are parties to that certain Asset Purchase Agreement, dated as of May 25, 2022 (the “Purchase Agreement”), and, upon the terms and subject to the conditions set forth therein, Seller has agreed to sell (or cause to be sold) to Assignee, and Assignee has agreed to purchase from Seller and the applicable Seller Parties (as defined in the Purchase Agreement), the Transferred Assets (as defined in the Purchase Agreement), including the Trademarks listed on Attachment A (the “Assigned Trademarks”); and

WHEREAS, Assignors wish to sell, convey, transfer and assign to Assignee all of such right, title and interest in, to and under the Assigned Trademarks, and Assignee wishes to purchase, acquire and accept all of Assignors’ right, title and interest in, to and under the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Purchase Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Assigned Trademarks. Assignors do hereby sell, convey, transfer and assign to Assignee, and Assignee does hereby purchase, acquire and accept, all of Assignors’ right, title and interest in, to and under the Assigned Trademarks, together with all goodwill symbolized thereby to the extent associated with the portion of the Business in which such Trademarks are used, and all rights to seek, recover and retain damages, costs, profits, injunctive relief and other remedies, for past, present and future infringement or misappropriation of the Assigned Trademarks.

2. Subject to Purchase Agreement. This Agreement is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Purchase Agreement. Nothing in this Agreement is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Seller and Assignee under the Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

3. Authorization. Assignors do hereby authorize and request the Commissioners for Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Trademarks.

4. **Miscellaneous.** This Agreement and all matters, claims, controversies, disputes, suits, actions or proceedings arising out of or relating to this Agreement and the negotiation, execution or performance of this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise) in connection therewith, shall be interpreted, construed and governed by and in accordance with, and enforced pursuant to, Section 11.9 of the Purchase Agreement. This Agreement will be binding on and inure solely to the benefit of each Party and its respective successors and permitted assigns. Sections 11.1 (Fees and Expenses), 11.3 (Entire Agreement), 11.4 (Amendment), 11.5 (Waivers), 11.6 (Severability), 11.9(c) (Waiver of Jury Trial), 11.10 (Remedies) and 11.12 (Counterparts and Electronic Signatures) of the Purchase Agreement shall apply, mutatis mutandis.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written but effective as of the Closing Date.

GENERAL MILLS, INC.

J. Nicholas Rhoads

By: J. Nicholas Rhoads (Jun 29, 2022 14:49 CDT)

Name: J. Nicholas Rhoads

Title: Vice President

TRADEMARK

GM ENDEAVOR 1, LLC

By: *Trevor V. Gunderson*
Trevor V. Gunderson (Jun 29, 2022 14:51 CDT)
Name: Trevor V. Gunderson
Title: President

EAGLE FAMILY FOODS GROUP LLC

By: 

Name: Hilary Simons

Title: Chief Financial Officer and Vice
President

Attachment A
Assigned Trademarks

Owner	Trademark		Country	Application No	Registration No
GM Endeavor 1, LLC	CHICKEN HELPER		United States of America	73431466	1306264
GM Endeavor 1, LLC	HAMBURGER HELPER		United States of America	72332067	0891676
GM Endeavor 1, LLC	HAMBURGER HELPER		United States of America	74007597	1612249
GM Endeavor 1, LLC	HAMBURGER HELPER		United States of America	74445778	1841959
GM Endeavor 1, LLC	HAND (DESIGN ONLY, v3)		United States of America	73141218	1088265
GM Endeavor 1, LLC	HAND (DESIGN ONLY, v4)		United States of America	85962303	4432646
GM Endeavor 1, LLC	HELPER		United States of America	72433999	0977430
GM Endeavor 1, LLC	HELPING HAND		United States of America	87173529	5198915
GM Endeavor 1, LLC	MICROWAVE SINGLES		United States of America	78618640	3152351
GM Endeavor 1, LLC	ONE POUND. ONE PAN. ONE TASTY MEAL.		United States of America	77656361	3865159
GM Endeavor 1, LLC	TUNA HELPER		United States of America	72446080	0972518
GM Endeavor 1, LLC	SUDDENLY GRAIN SALAD		United States of America	86781838	4946283
GM Endeavor 1, LLC	SUDDENLY PASTA SALAD		United States of America	76405913	2683505
GM Endeavor 1, LLC	SUDDENLY SALAD		United States of America	73581373	1408814
GM Endeavor 1, LLC	CHICKEN HELPER		Canada	525582	346158
GM Endeavor 1, LLC	HAMBURGER HELPER		Canada	328636	173868
GM Endeavor 1, LLC	HAMBURGER HELPER		Canada	656508	389923

Owner	Trademark		Country	Application No	Registration No
GM Endeavor 1, LLC	HAND (DESIGN ONLY, v1)		Canada	429034	242697
GM Endeavor 1, LLC	HAND (DESIGN ONLY, v2)		Canada	1408454	751594
GM Endeavor 1, LLC	HAND (DESIGN ONLY, v4)		Canada	2024766	
GM Endeavor 1, LLC	HELPER		Canada	359251	208271
GM Endeavor 1, LLC	SIGNATURE SKILLET		Canada	1645874	893660
GM Endeavor 1, LLC	SIGNATURE SKILLET (CASSEROLE SIGNATURE, FRENCH, TRANSLATION, v1)		Canada	1645330	TMA891187
GM Endeavor 1, LLC	TUNA HELPER		Canada	363659	199599
GM Endeavor 1, LLC	HELPER		Hong Kong	12572/97	199904231AA
GM Endeavor 1, LLC	HELPER		Malaysia	2004/14742	04014742
GM Endeavor 1, LLC	HELPER		Malaysia	2004/14743	04014743
GM Endeavor 1, LLC	HELPER		Mexico	824475	1008075
GM Endeavor 1, LLC	HELPER		Mexico	826455	1007309
GM Endeavor 1, LLC	HELPER		Nicaragua	2002-002042	57005
GM Endeavor 1, LLC	HELPER		Panama	138185	138185
GM Endeavor 1, LLC	HELPER		Panama	138186	138186
GM Endeavor 1, LLC	HELPER		Peru	257979	111913
GM Endeavor 1, LLC	HELPER		Peru	257980	111914

Owner	Trademark		Country	Application No	Registration No
GM Endeavor 1, LLC	HAMBURGER HELPER		Philippines	4-2002-08812	4-2002-08812
GM Endeavor 1, LLC	HELPER		Thailand	567228	228600
GM Endeavor 1, LLC	HELPER		Thailand	567229	TM238413
GM Endeavor 1, LLC	TUNA HELPER		Uruguay	345773	450326
General Mills, Inc.	CHICKEN HELPER		Indonesia	R0020110007 23	IDM00029717 8