

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCCORMICK & COMPANY, INCORPORATED		08/03/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Del Monte Foods, Inc.		
Street Address:	205 N. Wiget Lane		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94598		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2133368	KITCHEN BASICS	
Registration Number:	3641608	KITCHEN BASICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	215.981.4000		
Email:	nina.dhillon@troutman.com		
Correspondent Name:	Michael K. Jones		
Address Line 1:	Eighteenth And Arch Streets		
Address Line 2:	Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	142874.9		
NAME OF SUBMITTER:	Nina Dhillon		
SIGNATURE:	/nina dhillon/		
DATE SIGNED:	08/10/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of August 3, 2022, is made by McCormick & Company, Incorporated, a Maryland corporation (“Seller”), located at 24 Schilling Road, Suite 1, Hunt Valley, Maryland 21031, in favor of Del Monte Foods, Inc., a Delaware corporation (“Buyer”), located at 205 N. Wiget Lane, Walnut Creek, California 94598, the purchaser of the Purchased Assets pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller and the other Seller Parties, on the other hand, dated as of August 3, 2022 (the “Purchase Agreement”). Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller Parties have agreed, among other things, to sell, assign, transfer, convey and deliver to Buyer the Purchased Assets, which include certain intellectual property of Seller Parties, including the Assigned Trademarks (as defined below) of Seller;

WHEREAS, in connection with such sale, assignment, transfer, conveyance and delivery of the Assigned Trademarks, Seller delivers this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following, pursuant to the terms set forth in the Purchase Agreement:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, and in accordance with the terms of the Purchase Agreement, Seller shall take such steps and actions, and provide such cooperation and assistance reasonably requested by Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. Seller and Buyer, by their execution of this Trademark Assignment, hereby acknowledge and agree that neither the representations, warranties, covenants, agreements and indemnities, nor the rights and remedies of any Party under the Purchase Agreement shall be deemed to be enlarged, decreased, modified, or altered in any way by this Trademark Assignment. In the event of any inconsistencies or conflicts between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Parties in Interest. This Trademark Assignment shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns. Nothing in this Trademark Assignment is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Trademark Assignment except as expressly set forth herein.

6. Governing Law. This Trademark Assignment and any disputes or actions (whether in contract or tort) that may be based upon, arise out of or relate to this Trademark Assignment or the negotiation, execution, performance, non-performance, interpretation, termination or construction of this Trademark Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to the principles of conflicts of law thereof to the extent such principles would require or permit the application of laws of another jurisdiction.

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IN WITNESS WHEREOF, undersigned parties have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

SELLER:

MCCORMICK & COMPANY, INCORPORATED

By 

Name: Christopher Wirth

Title: Vice President, Corporate Development

Address for Notices:

24 Schilling Road, Suite 1

Hunt Valley, MD 21031

Attention: Jeffery Schwartz, General Counsel

Email: Jeff_Schwartz@mccormick.com

Facsimile: 410-527-8228

With a copy (which shall not constitute notice) to:

Arnold & Porter Kaye Scholer LLP

601 Massachusetts Ave, NW

Washington, DC 20001

Attention: Andrew Varner

Email: Andrew.Varner@arnoldporter.com

Facsimile: 202-942-5882

[Signatures continue on following page]

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007818 FRAME: 0457

BUYER:

DEL MONTE FOODS, INC.

By: Greg Longstreet
Name: Greg Longstreet
Title: President and Chief Executive Officer

By: _____
Name: Parag Sachdeva
Title: Chief Operating Officer
Address for Notices: 205 N. Wiget Lane,
Walnut Creek, CA 94598

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 007818 FRAME: 0458**

BUYER:

DEL MONTE FOODS, INC.

By: _____
Name: Greg Longstreet
Title: President and Chief Executive Officer

By: Parag Sachdeva
Name: Parag Sachdeva
Title: Chief Operating Officer
Address for Notices: 205 N. Wiget Lane,
Walnut Creek, CA 94598

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007818 FRAME: 0459

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
KITCHEN BASICS	United States of America	2133368	1/27/1998
 KITCHEN BASICS & DESIGN	United States of America	3641608	6/23/2009
KITCHEN BASICS	Canada	TMA777348	9/16/2010