

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759236

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
Wildflour Bakery & Café, LLC		09/07/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	GCW Holdings LLC
Street Address:	21160 Califa Street
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	87673704	BUFFIN
Serial Number:	88930056	KANAN BAKING CO.
Serial Number:	88945643	WHERE GREAT BREADS RISE

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.

Phone: 2138915031
 Email: jreider@buchalter.com
 Correspondent Name: Jessie Reider Cristo
 Address Line 1: 1000 Wilshire Blvd., Suite 1500
 Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Jessie Reider Cristo
SIGNATURE:	/jrc/
DATE SIGNED:	10/05/2022

Total Attachments: 5

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ASSIGNMENT OF U.S. AND NON-U.S. TRADEMARK RIGHTS

THIS ASSIGNMENT OF U.S. AND NON-U.S. TRADEMARK RIGHTS (this “Assignment”), is made and entered into as of September 7, 2022 (the “Effective Date”), by and between Wildflour Bakery & Café, LLC, a California limited liability company (“Assignor”), and GCW Holdings LLC, a Delaware limited liability company with an address of 21160 Califa Street, Woodland Hills, CA 91367 (“Assignee” and together with Assignee, the “Parties” and each, individually a “Party”).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), pursuant to which Assignor agreed to sell, assign, transfer, convey, and deliver certain assets to Assignee, including all of Assignor’s right, title, and interest in and to the marks identified on Attachment B-1 hereto, including all registrations and trademark applications therefor and further including all goodwill associated therewith (the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings accorded to them in the Contribution Agreement.
2. Assignment. Assignor hereby irrevocably sells, conveys, assigns, delivers, and transfers to Assignee all of Assignor’s right, title, and interest in and to the Assigned Trademarks, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) the right to sue and recover for past, present, and future infringement or dilution of the foregoing, and Assignee hereby accepts the foregoing sale, conveyance, assignment, delivery, and transfer from Assignor.
3. Authority. The officer that executes this Assignment on behalf of Assignor is authorized to bind and obligate each of the entities defined herein as part of Assignor. The officer that executes this Assignment on behalf of Assignee is authorized to bind and obligate the entity defined herein as Assignee.
4. Recordation. This Assignment has been executed and delivered by Assignor with the intention of recording it with the U.S. Patent and Trademark Office and also any non-U.S. patent and/or trademark offices.
5. Further Assurances. Both Parties hereto covenant and agree to prepare, execute, acknowledge, file, record, publish, and deliver to the other Party hereto such other instruments, documents, and statements, and take such other action as may be reasonably requested in the discretion of the requesting Party to carry out more effectively the purposes of this Assignment, including, without limitation, the recordation of this Assignment, or a suitable form hereof, in any patent and/or trademark office or other similar governmental authority, in each relevant jurisdiction. Each Party shall pay its own costs incurred to comply with such request.

6. Contribution Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the Parties under, or the terms of, the Contribution Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Contribution Agreement, the Contribution Agreement shall govern.

7. Governing Law.

(a) 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 shall be governed by and enforced in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, without giving effect to any Laws of the State of Delaware that would require or permit the application of the Laws of any other jurisdiction.

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, the Superior Court of the State of Delaware (Complex Commercial Division) or, if subject matter jurisdiction over the action or proceeding is vested exclusively in the federal courts of the United States of America, the United States District Court for the District of Delaware) over any dispute based on, arising out of or relating to this Assignment or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

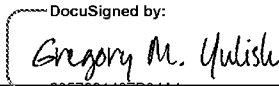
8. Counterparts. This Assignment may be executed in one or more counterparts (including by means of DocuSign (or similar) or transmission in portable document format (.pdf)), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR


Wildflour Bakery & Café, LLC

By:  _____
Name: Gregory Yulish
Title: Manager

[Signatures continue on next page.]

ASSIGNEE

GCW Holdings LLC

By: DocuSigned by:

6957991487B84A1...
Name: Gregory Yulish
Title: Manager

Attachment B-1

Trademarks

1. "Buffin", 87673704-2
2. "Kanan Baking Co", 88930056
3. "Where Great Breads Rise", 88945643