

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766138

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FF Liquidation Holdings LLC | | 11/03/2022 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | FF Liquidation Holdings LLC | | |
| Street Address: | 6 East 43rd Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2807222 | DETOUR | |
| Registration Number: | 4782836 | DETOUR SIMPLE | |
| Registration Number: | 4455587 | DETOUR SMART | |
| Registration Number: | 4624001 | DETOUR SMART | |
| Registration Number: | 6641868 | OVERNIGHT OATS BAR | |
| Registration Number: | 6641867 | OVERNIGHT OATS BAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2128066006 | | |
| <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: | 2128065400 | | |
| Email: | tm@stroock.com, jmann@stroock.com | | |
| Correspondent Name: | Jeffrey M. Mann | | |
| Address Line 1: | 180 Maiden Lane, 38th Floor | | |
| Address Line 4: | New York, NEW YORK 10038-4982 | | |
| ATTORNEY DOCKET NUMBER: | 007897/0002 | | |
| NAME OF SUBMITTER: | Jeffrey Mann | | |
| SIGNATURE: | /Jeffrey Mann/ | | |
| DATE SIGNED: | 11/07/2022 | | |

CH \$165.00 2807222

Total Attachments: 4

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Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of November 3, 2022, is made by FF Liquidation Holdings LLC (“**Secured Party Seller**”), a Delaware limited liability company in favor of FF Liquidation Holdings LLC (“**Buyer**”), a Delaware limited liability company.

WHEREAS, the Secured Party Seller is a secured creditor of Forward Foods LLC (“**Forward Foods**”) under that certain Loan and Security Agreement (the “**Loan Agreement**”), dated as of April 18, 2013, among Secured Party Seller (as successor to Emigrant Business Credit Corp. (“**EBCC**”), as lender, Forward Foods and the other parties from time to time thereto;

WHEREAS, on September 1, 2022, EBCC notified Forward Foods of certain defaults under the Loan Agreement and of the acceleration of all obligations thereunder;

WHEREAS, on September 19, 2022, EBCC notified Forward Foods of its intention to conduct a sale at public auction (the “**Auction**”) pursuant to Section 9-610(a) of the New York Uniform Commercial Code of certain of Forward Foods’ assets (the “**Assets**”), including, without limitation, the Assigned Trademarks (as defined below), during the month of October 2022;

WHEREAS, on October 24, 2022, EBCC transferred all of its rights under the Loan Agreement to the Secured Party Seller pursuant to a Contribution Agreement;

WHEREAS, the Auction was conducted on October 25, 2022 with the Buyer being the winning bidder;

WHEREAS, the Buyer’s purchase of the Assets was memorialized by that certain Secured Party Bill of Sale between Buyer and Secured Party Seller, dated as of October 28, 2022 (the “**Secured Party Bill of Sale**”);

WHEREAS, under the terms of the Secured Party Bill of Sale, Secured Party Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Forward Foods, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Secured Party Seller's and Forward Foods’ right, title, and interest in and to the following:

(a) the trademark registrations 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 Secured Party Seller or Forward Foods 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. Secured Party Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Secured Party Seller shall take such steps and actions, and provide such cooperation and assistance to 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Secured Party Bill of Sale. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Secured Party Bill of Sale, to which reference is made for a further statement of the rights and obligations of Secured Party Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Secured Party Bill of Sale shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Secured Party Bill of Sale and the terms hereof, the terms of the Secured Party Bill of Sale shall govern.

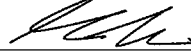
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission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

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Secured Party Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

FF LIQUIDATION HOLDINGS LLC

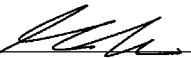
By:  _____

Name: Scott Weiss

Title: Authorized Officer

AGREED TO AND ACCEPTED:

FF LIQUIDATION HOLDINGS LLC

By:  _____



Name: Scott Weiss

Title: Authorized Officer

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date |
|--|---------------------|----------------------------|--------------------------|
| DETOUR | United States | 2807222 | Jan 20, 2004 |
| DETOUR SIMPLE | United States | 4782836 | Jul 28, 2015 |
| DETOUR SMART | United States | 4455587 | Dec 24, 2013 |
| DETOUR SMART | United States | 4624001 | Oct 21, 2014 |
| OVERNIGHT OATS BAR Logo (in Black & White)  | United States | 6641868 | Feb 15, 2022 |
| OVERNIGHT OATS BAR Logo (in Color)  | United States | 6641867 | Feb 15, 2022 |