# OP \$340.00 1773092

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM768604

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Meal Preparation, Inc.		08/31/2022	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Pickles Manufacturing LLC
Street Address:	2021 Spring Road
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
		1.000
Registration Number:	1773092	AUNT JANE'S
Registration Number:	2130601	BANQUET
Registration Number:	1988445	CAPCO
Registration Number:	2048573	FARMAN'S
Registration Number:	0725684	HEIFETZ
Registration Number:	1927769	
Registration Number:	1750282	PICKLE FAIR
Registration Number:	1845770	PILGRIM FARMS
Registration Number:	2042766	SANDWICH SLICERS
Registration Number:	3941297	SCHWARTZ'S
Registration Number:	1322380	SCHWARTZ'S
Registration Number:	3215140	STEINFELD'S
Registration Number:	4063356	SURFBOARDS

### **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:** 6304538380

Email: uspto@kucalalaw.com

TRADEMARK REEL: 007896 FRAME: 0777

900732818

Correspondent Name: Joseph T. Kucala, Jr.

Address Line 1: P.O. Box 547

Address Line 4: New Lenox, ILLINOIS 60451

ATTORNEY DOCKET NUMBER:	1330-6
NAME OF SUBMITTER:	Joseph T. Kucala, Jr.
SIGNATURE:	/Joseph T. Kucala, Jr./
DATE GIONED	14.4770000

**DATE SIGNED:** 11/17/2022

**Total Attachments: 6** 

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### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into effective as of August 31, 2022 (the "Effective Date") by and between Meal Preparation, Inc., a Delaware corporation with an address at 2021 Spring Road, Suite 600, Oak Brook, Illinois 60523 ("Assignor") and Pickles Manufacturing LLC ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the patents, trademarks (together with all goodwill associated therewith and symbolized thereby in each case), copyrights and domain names set forth on <u>Attachment A</u> attached hereto (the "**Assigned IP**"), and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

- 1. <u>Transfer of Assigned IP</u>. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee, and Assignee does hereby unconditionally accept: (a) all of Assignor's right, title and interest in and to the Assigned IP; (b) all income, royalties, damages, and payments due or payable on the Effective Date or thereafter with respect to the Assigned IP (including, without limitation, damages and payments for past or future infringements or misappropriations thereof); (c) the right to sue and recover for past infringements or misappropriations of the Assigned IP; and (d) any and all corresponding rights that, now or hereafter, may be secured in any jurisdiction throughout the world.
- 2. <u>Proxy Service and Electronic Transfer for Domain Names</u>. Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names included in the Assigned IP on Assignor's behalf to authorize or request, the applicable registration authority to transfer the domain names included in the Assigned IP from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the domain names included in the Assigned IP electronically from Assignor's account to Assignee's account and servers.
- 3. <u>Further Assurances</u>. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee. Assignor hereby authorizes the Commissioner for Patents of the United States Patent and Trademark Office, the Commissioner for Trademarks of the United States Patent and Trademark Office, the Commissioner for Copyrights of the United States Copyright Office and any other government authority to record and register this Assignment upon request by Assignee.
- 4. <u>Entire Agreement</u>. This Assignment reflects the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from

Meal Preparation, Inc. to Pickles Manufacturing LLC

Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment.

- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 6. Governing Law and Venue. This Assignment and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal laws of, the State of Delaware without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Assignment brought by any Party or its successors or assigns against any other Party shall be brought and determined in the Court of Chancery of the State of Delaware; provided that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court.
- 7. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, 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. This Assignment may be executed by .pdf signature and a .pdf signature shall constitute an original for all purposes.

Remainder of page intentionally left blank.

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

ASSIGNOR:

MEAL PREPARATION, INC.

Bv:

lame: Kristy N. Waterman

Title: Executive Vice President & Secretary

ASSIGNEE: PICKLES MANUFACTURING LLC

By:

Name: Kristy N. Waterman
Title: Vice President & Secretary

# Attachment A

# **Trademarks:**

Mark	Country	App. No.	Reg. No.
AUNT JANE'S	United States	74305146	1773092
BANQUET	United States	75247255	2130601
CAPCO	United States	74700764	1988445
FARMAN'S	United States	74570069	2048573
FARMAN'S	Canada	1286756	TMA737732
FARMAN'S	South Korea	40-2006-2856	4006937670000
HEIFETZ	United States	72093604	725684
King Pickle Design	United States	74571333	1927769
MARKET STAND	Canada	1832641	TMA1015405
PICKLE FAIR (Stylized)	United States	74250314	1750282
PILGRIM FARMS	United States	74324876	1845770
SANDWICH SLICERS	United States	74698747	2042766
SCHWARTZ'S	United States	77756787	3941297
SCHWARTZ'S (Stylized)	United States	73416850	1322380
STEINFELD'S	United States	78746223	3215140
STEINFELD'S	Canada	1384776	TMA798218
STEINFELD'S	China	BA644/16166A	19722801
STEINFELD'S	Hong Kong	N/A	200112916
STEINFELD'S	Taiwan (Province of China)	90010300	00993296
SURFBOARDS	United States	85308449	4063356

TRADEMARK REEL: 007896 FRAME: 0783

# Copyrights:

Title	Reg. No.
New England sketches / By Oxford Pickle Company	K88948

# Patents:

Title	Country	Reg. No.
CONTINUOUS PICKLE DESALTING PROCESS AND APPARATUS	United States	7601372
CONTINUOUS PICKLE DESALTING PROCESS AND APPARATUS	Canada	2637668
CONTINUOUS PICKLE DESALTING PROCESS AND APPARATUS	India	277742
CONTINUOUS PICKLE DESALTING PROCESS AND APPARATUS	Mexico	283021

## **Domain Names:**

**RECORDED: 11/17/2022** 

Domain Name
armanspickles.com
neifetzpickles.com
ldpickle.com
nalleyelites.com
nalleypickles.com
nalleypicklesrecipes.com
nalleyrelishitmore.com
nalleyspickles.com
chwartzpickle.com
chwartzpickles.com
chwartzpickles.xxx
chwartzspickles.com
teinfeldspickles.com
teinfeldssauerkraut.com

TRADEMARK REEL: 007896 FRAME: 0784