

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wonder Brands Inc.		12/01/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	WB Frozen US, LLC		
Street Address:	1295 Ormont Drive		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M9L 2W6		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6414722	SWEET DELISH! TASTY	
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:	3177777932		
Email:	tyler.droste@gutweinlaw.com		
Correspondent Name:	Tyler B. Droste		
Address Line 1:	250 Main Street, Suite 590		
Address Line 4:	Lafayette, INDIANA 47901		
DOMESTIC REPRESENTATIVE			
Name:	Tyler B. Droste		
Address Line 1:	250 Main Street, Suite 590		
Address Line 4:	Lafayette, INDIANA 47901		
NAME OF SUBMITTER:	Tyler B. Droste		
SIGNATURE:	/Tyler B. Droste/		
DATE SIGNED:	12/01/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into as of December 1, 2022, between Wonder Brands Inc., a corporation formed under the laws of the Province of Ontario (“*Assignor*”), and WB Frozen US, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of the trademarks identified on Schedule A attached hereto (collectively, the “*Trademarks*”);

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks, and Assignor desires to transfer the Trademarks to Assignee.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States, Canada, and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States, Canada, and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or any foreign trademark office, at Assignee’s expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee’s expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in Canada, or any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be

granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or the Trademark Office of any other country throughout the world.


This Trademark Assignment Agreement may be executed in one or more counterparts (including electronically), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.


ASSIGNOR:

WONDER BRANDS INC.

By: 
Name: *Donna Anderson*
Title: *Co. CEO*

ASSIGNEE:

WB FROZEN US, LLC

By: 
Name: *Donna Anderson*
Title: *Co. CEO*

SCHEDULE A

TRADEMARKS

COUNTRY	MARK	APP. NO.	REG. NO
USA	SWEET DELISH! TASTY 	90028812	6,414,722
Canada	SWEET DELISH! TASTY AND CHAT BUBBLE Design 	2033992	
Canada	FREED'S BAKERY	1548162	TMA866211