

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774833

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Specialty Cheese Company, Inc.		12/16/2022	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John B. Sanfilippo & Son, Inc.		
<b>Street Address:</b>	1703 N. Randall Road		
<b>City:</b>	Elgin		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60123-7820		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2771486	JUST THE CHEESE	
<b>Registration Number:</b>	6859906	JUST CHEESE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128911618		
<b>Email:</b>	chgoip@jenner.com		
<b>Correspondent Name:</b>	Carole A. Duran		
<b>Address Line 1:</b>	1155 Avenue of The Americas		
<b>Address Line 2:</b>	c/o Jenner & Block LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	31595-13506		
<b>NAME OF SUBMITTER:</b>	Carole A. Duran		
<b>SIGNATURE:</b>	/carole a. duran/		
<b>DATE SIGNED:</b>	12/16/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of December 16, 2022 (the “**Effective Date**”) by and between John B. Sanfilippo & Son, Inc., a Delaware corporation (“**Buyer**”), and Specialty Cheese Company, Inc., a Wisconsin corporation (“**Seller**”).

WHEREAS, under the terms of that certain Asset Purchase Agreement by and between Seller and Buyer, dated as of December 16, 2022 (as amended, modified or supplemented in accordance with its terms, the “**Purchase Agreement**”), the Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this Assignment, for recording, as necessary, with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending legally to be bound, hereby agree as follows:

1. Assignment. The Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of the rights, title, and interest of Seller in and to the following (the “**Assigned IP**”):

- (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of Seller’s business connected with the use of, and symbolized by, the 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 Assurances. The 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 Assignment upon request by Buyer. Following the date hereof, the 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 IP to Buyer, or any assignee or successor thereto.

3. Entire Agreement. This Assignment, together with the Purchase Agreement, reflects the entire understanding of the parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Seller to Buyer, and supersedes all prior agreements, understandings or letters of intent between the parties regarding the subject matter of this Assignment. For the avoidance of doubt, in the event of conflict between the terms hereof and the Purchase Agreement, the Purchase Agreement shall control.

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

5. Governing Law and Venue. This Assignment shall be interpreted, construed, governed and enforced in all respects in accordance with the laws of the State of Delaware, without giving effect to its conflicts of law provisions.


6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to each of the parties. A signature sent by facsimile transmission or e-mail shall be as binding as delivery of a manually executed copy of this Assignment.

*[Remainder of Page Intentionally Left Blank – Signature Page to Follow]*

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

**BUYER:**

**John B. Sanfilippo & Son, Inc.**

By:  \_\_\_\_\_  
Name: Frank Pellegrino  
Title: EVP and CFO

*Signature Page to the Trademark Assignment Agreement*

**TRADEMARK**  
**REEL: 007923 FRAME: 0828**

**SELLER:**

**Specialty Cheese Company, Inc.**

By: \_\_\_\_\_

Name: Paul Schaffman

Title: President

*Signature Page to the Trademark Assignment Agreement*

**TRADEMARK**  
**REEL: 007923 FRAME: 0829**

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>JUST THE CHEESE</b>	U.S.	2771486	Oct. 7, 2003
<b>JUST CHEESE</b>	U.S.	6859906	Sep. 27, 2022