

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777473

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Birch Benders, LLC		12/30/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Hometown Food Company
Street Address:	500 West Madison Street
Internal Address:	Suite 3650
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4371760	BIRCH BENDERS
Registration Number:	5762992	MICRO-PANCAKERY
Registration Number:	4605151	BIRCH BENDERS MICRO PANCAKERY
Registration Number:	5933819	MAGIC SYRUP
Serial Number:	88381392	BIRCH BENDERS
Registration Number:	6323767	FILL YOUR DAYS WITH STACKS OF FUN
Registration Number:	6190824	A LA CUP
Registration Number:	6190825	BROWNIE A LA CUP
Registration Number:	6190826	CAKE A LA CUP
Registration Number:	6190827	COOKIE A LA CUP
Registration Number:	6190828	MUFFIN A LA CUP
Registration Number:	6190829	PANCAKE A LA CUP
Serial Number:	90321554	BIRCH BENDERS
Registration Number:	6512469	BIRCH BENDERS
Serial Number:	97157692	CARB FRIENDLY
Serial Number:	97157701	BIRCH BENDERS CARB FRIENDLY

OP \$415.00 4371760

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: 2024695558
Email: andrea.benson@hklaw.com
Correspondent Name: Andrea Simonich
Address Line 1: 800 17th Street N.W.
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	160827.00071
NAME OF SUBMITTER:	Andrea Simonich
SIGNATURE:	/Andrea Simonich/
DATE SIGNED:	12/30/2022

Total Attachments: 11

source=Project Stack - Trademark Assignment Agreement (Executed)#page1.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page2.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page3.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page4.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page5.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page6.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page7.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page8.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page9.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page10.tif
source=Project Stack - Trademark Assignment Agreement (Executed)#page11.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of December 30, 2022, is made by Birch Benders, LLC, a Delaware limited liability company (“Seller”), located at 168 Centennial Parkway, Suite 200, Louisville, Colorado 80027, in favor of Hometown Food Company, a Delaware corporation (“Buyer”), located at 500 West Madison Street, Suite 3650, Chicago, Illinois 60661, the purchaser of the Purchased Assets pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), among Buyer, Seller, Sovos Brands Intermediate, Inc., a Delaware corporation (“Sovos Intermediate”), and Sovos Brands, Inc., a Delaware corporation. Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller and Sovos Intermediate have agreed, among other things, to sell, assign, transfer, convey and deliver to Buyer the Purchased Assets, which include certain intellectual property of Seller, including the Assigned Trademarks (as defined below) of Seller;

WHEREAS, in connection with such sale, assignment, transfer, conveyance and delivery of the Assigned Trademarks, Seller delivers this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following, pursuant to the terms set forth in the Purchase Agreement:

(a) the trademark registrations and trademark applications 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 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 Actions. 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 Trademark Assignment upon request by Buyer. Following the date hereof, and in accordance with the terms of the Purchase Agreement, Seller shall take such steps and actions, and provide such cooperation and assistance reasonably requested by 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. Seller and Buyer, by their execution of this Trademark Assignment, hereby acknowledge and agree that neither the representations, warranties, covenants, agreements and indemnities, nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, decreased, modified, or altered in any way by this Trademark Assignment. In the event of any inconsistencies or conflicts between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute 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. Parties in Interest. This Trademark Assignment shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns. Nothing in this Trademark Assignment is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Trademark Assignment except as expressly set forth herein.

6. Governing Law. This Trademark Assignment and any disputes or actions (whether in contract or tort) that may be based upon, arise out of or relate to this Trademark Assignment or the negotiation, execution, performance, non-performance, interpretation, termination or construction of this Trademark Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to the principles of conflicts of law thereof to the extent such principles would require or permit the application of laws of another jurisdiction.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, undersigned parties have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

SELLER:

BIRCH BENDERS, LLC

DocuSigned by:
By: 
Name: Chris Hall
Title: Chief Financial Officer

Address for Notices:

Tom Lee, SVP M&A and Strategy
168 Centennial Parkway, Suite 200
Louisville, Colorado 80027
Email: tom@sovosbrands.com

With a copy (which shall not constitute notice) to:

Isobel Jones, Chief Legal Officer
168 Centennial Parkway, Suite 200
Louisville, Colorado 80027
Email: isobel@sovosbrands.com

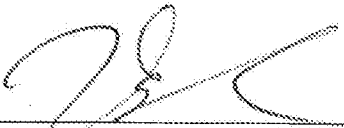
and

Troutman Pepper Hamilton Sanders LLP
3000 Two Logan Square
Eighteenth and Arch Street
Philadelphia, Pennsylvania 19103-2799
Attention: Solomon Hunter, Jr.
Mateusz K. Saykiewicz
Telephone: 215.981.4000
Email: solomon.hunter@troutman.com
mateusz.saykiewicz@troutman.com

[Signature Page to Trademark Assignment Agreement]

BUYER:

HOMETOWN FOOD COMPANY

By: 
Name: Thomas P. Polke
Title: President and Chief Executive Officer

Address for Notices:

c/o Brynwood Partners VIII L.P.
8 Sound Shore Drive, Suite 265
Greenwich, Connecticut 06830
Attn: Hendrik J. Hartong III
Email: hhartong@brynwoodpartners.com

With a copy (which shall not constitute notice)
to:

Holland & Knight LLP
263 Tresser Boulevard, Suite 1400
Stamford, Connecticut 06901
Attn: Martin A. Clarke
Seth A. Milligan
Email: martin.clarke@hkclaw.com
seth.milligan@hkclaw.com

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007935 FRAME: 0526

SCHEDULE 1

Assigned Trademarks

COUNTRY	SERIAL NO.	FILING DATE	MARK	STATUS	REG. NO.	REG. DATE
Australia	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613 (AU: 2158670)	Nov 23, 2020
Bahamas	45068	Jan 5, 2021	BIRCH BENDERS	Pending		
Brazil	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613 (BR: 501577613)	Nov 23, 2020
Canada	1926280	Oct 19, 2018	BIRCH BENDERS	Registered	1111580	Oct 14, 2021
Canada	1577613	Nov 23, 2020	BIRCH BENDERS	Pending		
Chile	1386519	Dec 7, 2020	BIRCH BENDERS	Pending		
Chile	1396097	Feb 24, 2021	BIRCH BENDERS	Registered	1355520	Sep 28, 2021
China	38449544	May 27, 2019	BIRCH BENDERS	Registered	38449544	Jul 21, 2022
China	34227209A	Oct 24, 2018	BIRCH BENDERS	Registered	34227209A	Sep 21, 2019
China	36294530	Feb 2, 2019	MICRO-PANCAKERY	Registered	36294530	Sep 28, 2019
China	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Jul 11, 2022
Costa Rica	2021007289	Aug 11, 2021	BIRCH BENDERS	Registered	301434	Dec 6, 2021
Cuba	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Dominican Republic	202052414	Dec 18, 2020	BIRCH BENDERS	Registered	275393	Mar 18, 2021

COUNTRY	SERIAL NO.	FILING DATE	MARK	STATUS	REG. NO.	REG. DATE
Ecuador	202075508	Nov 24, 2020	BIRCH BENDERS	Registered	2021RS7484	May 31, 2021
Ecuador	202075512	Nov 24, 2020	BIRCH BENDERS	Registered	SENADI2021TI12564	Sep 21, 2021
European Union	017972288	Oct 24, 2018	BIRCH BENDERS	Registered	017972288	Feb 27, 2019
European Union	018019336	Feb 5, 2019	MICRO-PANCAKERY	Registered	018019336	Jun 11, 2019
European Union	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Germany	3020181118933	Oct 24, 2018	BIRCH BENDERS	Registered	302018111893	Nov 7, 2018
Guatemala	2020010914	Dec 7, 2020	BIRCH BENDERS	Registered	267958	May 3, 2022
Guatemala	2020010915	Dec 7, 2020	BIRCH BENDERS	Registered	267959	May 3, 2022
Hong Kong	305468536	Dec 4, 2020	BIRCH BENDERS	Registered	305468536	Dec 4, 2020
India	IRDI4887265	Nov 23, 2020	BIRCH BENDERS	Registered	4887265	Nov 23, 2020
International Bureau (WIPO)	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Israel	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Jamaica	82064	Nov 24, 2020	BIRCH BENDERS	Registered	82064	Mar 16, 2022
Japan	2018131960	Oct 23, 2018	BIRCH BENDERS	Registered	6179705	Sep 13, 2019
Japan	2021352716	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23,

#133901321 v1

#133901321 v4

TRADEMARK
REEL: 007935 FRAME: 0528

COUNTRY	SERIAL NO.	FILING DATE	MARK	STATUS	REG. NO.	REG. DATE
						2020
Jordan	175308	Dec 3, 2020	BIRCH BENDERS	Registered	175308	Jun 8, 2022
Jordan	175316	Dec 3, 2020	BIRCH BENDERS	Registered	175316	Jun 7, 2022
Lebanon	200491	Dec 30, 2020	BIRCH BENDERS	Registered	200491	Dec 30, 2020
Mexico	2121768	Oct 25, 2018	BIRCH BENDERS	Registered	1969575	Feb 13, 2019
Mexico	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
New Zealand	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1171895	Nov 16, 2020
Norway	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Oman	1577613	Nov 23, 2020	BIRCH BENDERS	Pending		
Panama	285219	Dec 7, 2020	BIRCH BENDERS	Published		
Peru	875526	Dec 10, 2020	BIRCH BENDERS	Registered	30249	Jun 7, 2021
Philippines	1577613	Nov 23, 2020	BIRCH BENDERS	Pending		
Republic of Korea	4020180145794	Oct 24, 2018	BIRCH BENDERS	Registered	401493806	Jun 27, 2019
Republic of Korea	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Russian Federation	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Saudi Arabia	279196	Mar 7, 2021	BIRCH BENDERS	Registered	1442023326	Jun 10, 2021
Saudi	279199	Mar 7,	BIRCH	Registered	1442023329	Jun

#133901321 v1

#133901321 v4

TRADEMARK
REEL: 007935 FRAME: 0529

COUNTRY	SERIAL NO.	FILING DATE	MARK	STATUS	REG. NO.	REG. DATE
Arabia		2021	BENDERS			10, 2021
Serbia	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Singapore	40202104716R	Nov 23, 2020	BIRCH BENDERS	Registered	40202104716R	Nov 23, 2020
Switzerland	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
Thailand	210110287	Nov 23, 2020	BIRCH BENDERS	Pending		
Turkey	1577613	Nov 23, 2020	BIRCH BENDERS	Registered	1577613	Nov 23, 2020
United Arab Emirates	350211	May 2, 2021	BIRCH BENDERS	Registered	350211	Sep 12, 2021
United Arab Emirates	350210	May 2, 2021	BIRCH BENDERS	Registered	350210	Sep 12, 2021
United Kingdom	UK00003348069	Oct 24, 2018	BIRCH BENDERS	Registered	UK00003348069	Jan 11, 2019
United Kingdom	WO0000001577613	Nov 23, 2020	BIRCH BENDERS	Registered	WO0000001577613	Nov 23, 2020
United Kingdom	017972288	Oct 24, 2018	BIRCH BENDERS	Registered	UK00917972288	Feb 27, 2019
United Kingdom	018019336	Feb 5, 2019	MICRO-PANCAKERY	Registered	UK00918019336	Jun 11, 2019
United States of America	85793270	Dec 3, 2012	BIRCH BENDERS	Registered	4371760	Jul 23, 2013
United States of America	88161655	Oct 19, 2018	MICRO-PANCAKERY	Registered	5762992	May 28, 2019
United States of	86192649	Feb 13, 2014	BIRCH BENDERS	Registered	4605151	Sep 16,

#133901321 v1

#133901321 v4

TRADEMARK
REEL: 007935 FRAME: 0530

COUNTRY	SERIAL NO.	FILING DATE	MARK	STATUS	REG. NO.	REG. DATE
America			MICRO PANCAKERY			2014
United States of America	88228900	Dec 13, 2018	MAGIC SYRUP	Registered	5933819	Dec 10, 2019
United States of America	88381392	Apr 11, 2019	BIRCH BENDERS	Allowed		
United States of America	88812061	Feb 26, 2020	FILL YOUR DAYS WITH STACKS OF FUN	Registered	6323767	Apr 13, 2021
United States of America	88501755	Jul 5, 2019	A LA CUP	Registered	6190824	Nov 3, 2020
United States of America	88501759	Jul 5, 2019	BROWNIE A LA CUP	Registered	6190825	Nov 3, 2020
United States of America	88501763	Jul 5, 2019	CAKE A LA CUP	Registered	6190826	Nov 3, 2020
United States of America	88501767	Jul 5, 2019	COOKIE A LA CUP	Registered	6190827	Nov 3, 2020
United States of America	88501769	Jul 5, 2019	MUFFIN A LA CUP	Registered	6190828	Nov 3, 2020
United States of America	88501774	Jul 5, 2019	PANCAKE A LA CUP	Registered	6190829	Nov 3, 2020
United States of America	90321554	Nov 16, 2020	BIRCH BENDERS	Allowed		
United States of America	88982233	Apr 11, 2019	BIRCH BENDERS	Registered	6512469	Oct 5, 2021
United States of America	97157692	Dec 6, 2021	CARB FRIENDLY	Pending		
United States of America	97157701	Dec 6, 2021	BIRCH BENDERS CARB	Pending		

#133901321 v1

#133901321 v4

TRADEMARK
REEL: 007935 FRAME: 0531

COUNTRY	SERIAL NO.	FILING DATE	MARK	STATUS	REG. NO.	REG. DATE
			FRIENDLY			
Venezuela	2020007191	Dec 11, 2020	BIRCH BENDERS	Registered	P384015	Feb 18, 2022
Venezuela	2020007190	Dec 11, 2020	BIRCH BENDERS	Registered	P384014	Feb 18, 2022

#133901321 v1

#133901321 v4

RECORDED: 12/30/2022

**TRADEMARK
REEL: 007935 FRAME: 0532**