

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780656

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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 |
| WB Frozen US, LLC | | 12/14/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CV NE, LLC | | |
| Street Address: | 550 HILLS DRIVE, SUITE 220 | | |
| Internal Address: | C/O SWANDER PACE CAPITAL | | |
| City: | BEDMINSTER | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07921 | | |
| 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: | 2165790212 | | |
| <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: | 216-586-7211 | | |
| Email: | matkins@jonesday.com | | |
| Correspondent Name: | Michael Atkins | | |
| Address Line 1: | 901 LAKESIDE AVENUE E. | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| NAME OF SUBMITTER: | Michael P. Atkins | | |
| SIGNATURE: | /Michael P. Atkins/ | | |
| DATE SIGNED: | 01/13/2023 | | |
| Total Attachments: 5 | | | |
| source=Project Flour - Exhibit D - Trademark Assignment Agreement#page1.tif | | | |
| source=Project Flour - Exhibit D - Trademark Assignment Agreement#page2.tif | | | |
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CH \$40.00 6414722

TRADEMARK ASSIGNMENT AGREEMENT

This **Trademark Assignment Agreement** (“*Agreement*”), dated as of December 14, 2022, is made by and between WB Frozen US, LLC, a Delaware limited liability company (“*Assignor*”), and CV NE, LLC, a Delaware limited liability company (“*Assignee*”). Assignor and Assignee are referred to herein collectively as the “*Parties*” and individually as a “*Party*.”

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and CV RE, LLC, Assignor has agreed to sell and assign to Assignee the entire right, title, interest, and goodwill in and to the trademarks/ service marks identified on attached Exhibit A (collectively, the “*Trademarks*”).

WHEREAS, in order to effectuate Assignor’s assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

NOW, THEREFORE, 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, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

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, present, and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/ or registration of the Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this Agreement not been made.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office, Canadian Intellectual Property Office or any foreign 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 registrations, amended registrations and/ or renewals that may be granted upon any application or petition for same, to Assignee, and/ or 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 or the Trademark Office of any other country throughout the world.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Agreement (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal laws of the State of Delaware, without giving effect to any laws, rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws, rules or provisions of any jurisdiction other than the State of Delaware.

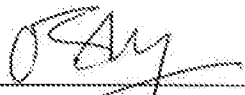
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed through the exchange of portable document format .pdf email signature pages or other electronic means, which shall have the same legal effect as original signatures.

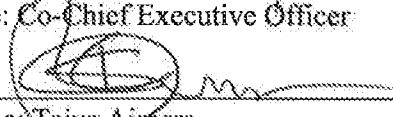
[Signature Page Follows]

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

ASSIGNOR:

WB FROZEN US, LLC

By: 
Name: Ojus Ajmera
Title: Co-Chief Executive Officer

By: 
Name: Tejus Ajmera
Title: Co-Chief Executive Officer

ASSIGNEE:

CV NE, LLC

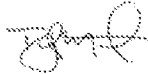

By: 
Name: Tyler P. Matlock
Title: Chairman

EXHIBIT 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 |