

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.D. Smith Foods, Ltd./Les Aliments E.D. Smith Ltee		10/01/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TBMP Canada Cashco ULC		
Street Address:	595 Burrard Street		
Internal Address:	3 Bentall Centre, Suite 2600, PO Box 49314		
City:	Vancouver BC		
State/Country:	CANADA		
Postal Code:	V7X1L3		
Entity Type:	Unlimited Liability Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5313541	ASIAN ACCENTS	
Registration Number:	2227902	E. D. SMITH	
Registration Number:	1896341	E.D. SMITH TRIPLE FRUITS	
Registration Number:	3786934	SAUCEMAKER	
Registration Number:	1926598	TRIPLE FRUITS	
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:	9142220774		
Email:	lholzman@cm.law		
Correspondent Name:	Lara Holzman		
Address Line 1:	13101 Preston Road		
Address Line 2:	Culhane Meadows PLLC Suite 110-1520		
Address Line 4:	Dallas, TEXAS 75240		
DOMESTIC REPRESENTATIVE			
Name:	Lara Holzman		
Address Line 1:	13101 Preston Road		

OP \$140.00 5313541

Address Line 2:	Culhane Meadows PLLC, Suite 110-1520
Address Line 4:	Dallas, TEXAS 75240
NAME OF SUBMITTER:	Lara A. Holzman
SIGNATURE:	/lah/
DATE SIGNED:	01/23/2023
Total Attachments: 6 source=Assignment ED Smith to Canadian CashCo Executed#page1.tif source=Assignment ED Smith to Canadian CashCo Executed#page2.tif source=Assignment ED Smith to Canadian CashCo Executed#page3.tif source=Assignment ED Smith to Canadian CashCo Executed#page4.tif source=Assignment ED Smith to Canadian CashCo Executed#page5.tif source=Assignment ED Smith to Canadian CashCo Executed#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”) is made as of October 1, 2022 (the “**Effective Date**”) by E.D. Smith Foods, Ltd./Les Aliments E.D. Smith Ltée (“**Assignor**”), in favor of TBMP Canada Cashco ULC (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into an asset contribution agreement dated the date hereof (the “**Contribution Agreement**”);

WHEREAS, subject to the terms and conditions of the Contribution Agreement, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase, acquire and accept, all of Assignor’s right, title and interest in and to all of the intellectual property assets of Assignor, whether registered or not, as defined in Schedule “A” hereto (the “**Assigned Intellectual Property**”);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Without limiting the generality of the terms of the Contribution Agreement, Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee all of Assignor’s worldwide right, title and interest in and to the Assigned Intellectual Property including without limitation any and all elements of copyright which may exist therein, together with all associated goodwill, all of the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, this including without limitation the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor in and to the Assigned Intellectual Property that took place prior to the date of this assignment and the right to oppose any application to register a trademark which may be confusingly similar to any trademarks that form part of the Assigned Intellectual Property.
2. Assignor hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark Office, and all other relevant governmental intellectual property offices to transfer and record the assignment of the Assigned Intellectual Property, as assignee thereof, or otherwise as Assignee may direct.
3. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions including without limitation the execution of any further country-specific assignment documents, power of attorney documents and other documents necessary to effect the recordation of the assignments at the various relevant governmental intellectual property offices.
4. Assignor hereby authorizes each of the relevant registrars that are responsible for managing any domain names that form part of the Assigned Intellectual Property to transfer those domain names to Assignee, as assignee or new registrant thereof, or otherwise as Assignee may direct. Assignor shall, at the request of Assignee, assist Assignee in effecting the formal transfer or assignment of such domain names, and shall execute any separate additional documents, including, without limitation, any forms of transfer, or any online forms of transfer, providing any passwords and login information, responding to enquiries from such registrars, and to do all such acts or other things as may be required by Assignee to effect or confirm the assignment and/or transfer of the domain names to Assignee.

5. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions.

6. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

7. All capitalized terms used herein, and in Schedule "A", but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

8. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which together shall constitute one and the same Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

E.D. SMITH FOODS, LTD./LES ALIMENTS
E.D. SMITH LTEE

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

TBMP Canada Cashco ULC

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

Schedule "A"

Assigned Intellectual Property

"Assigned Intellectual Property" means all Intellectual Property (as defined below) including without limitation the below-listed trademarks.

"Intellectual Property" means all worldwide rights in domestic and foreign intellectual property and industrial property, including without limitation:

- (a) patents, applications for patents and reissues, divisionals, continuations, renewals, re-examinations, extensions and continuations-in-part of patents or patent applications; proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, data, databases, procedures, know-how, rules, methods, processes, designs, source code, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing;
- (b) copyrights, copyright registrations and applications for copyright registration, copyrighted or copyrightable materials, including standards, manuals, guides, specifications, reports, surveys, research and development information, photographs (including on any web site), films, videos, images, drawings, marketing and promotional materials and web site content;
- (c) designs, design registrations, design registration applications, industrial designs, industrial design registrations, industrial design registration applications, integrated circuit topographies, mask works, mask work registrations and applications for mask work registrations;
- (d) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law (unregistered) trademarks, trademark registrations, trademark applications, trade dress, logos, taglines, slogans, social media names and registrations including names and aliases for Twitter, Facebook, Instagram, Pinterest and any other platforms, and any other aliases including GDS codes, rights of publicity and rights of privacy, and the goodwill associated with any of the foregoing; and
- (e) computer software and programs (in both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, other than over-the counter software packages or other software which is subject only to a shrink-wrap license or click-on acceptance of a license.

Trademarks:

Mark	Owner	Country	Reg. No.
AMOUR D'AGRUMES	E.D. Smith Foods, Ltd.	Canada	TMA872284
ASIAN ACCENTS	E.D. Smith Foods, Ltd.	United States	5313541
BERRY BOX	E.D. Smith Foods, Ltd.	Canada	TMA100493
BISTRO & Design	E.D. Smith Foods, Ltd.	Canada	TMA674221
E.D. SMITH	E.D. Smith Foods, Ltd.	United States	2227902
E.D. SMITH	E.D. Smith Foods, Ltd.	Taiwan	1690531
E.D. SMITH	E.D. Smith Foods, Ltd.	Canada	TMA385186
E.D. SMITH	E.D. Smith Foods, Ltd.	Mexico	1499624
E.D. SMITH & Design	E.D. Smith Foods, Ltd.	Canada	TMA318055
E.D. SMITH STRAWBERRY FRAISES & Design	E.D. Smith Foods, Ltd.	Canada	TMA397258
E.D. SMITH STRAWBERRY FRAISES & Design	E.D. Smith Foods, Ltd.	Canada	TMA397257
E.D. SMITH TRIPLE FRUITS & Design	E.D. Smith Foods, Ltd.	United States	1896341
E.D. SMITH TRIPLE FRUITS & Design	E.D. Smith Foods, Ltd.	Mexico	458578
E.D. SMITH TRIPLE FRUITS & Design	E.D. Smith Foods, Ltd.	Canada	TMA430452
FRAIS DES CHAMPS & Design	E.D. Smith Foods, Ltd.	Canada	TMA514592
FRESH PICKED & Design	E.D. Smith Foods, Ltd.	Canada	TMA498604
FRUIT LOVERS	E.D. Smith Foods, Ltd.	Canada	TMA689777
FRUITS DE SPA	E.D. Smith Foods, Ltd.	Canada	TMA872320
GOLDEN VALLEY	E.D. Smith Foods, Ltd.	Canada	TMA281706
HOME BRAND	E.D. Smith Foods, Ltd.	Canada	TMA138607
HOME BRAND	E.D. Smith Foods, Ltd.	Canada	TMA777940
LEGER ET FRUITE	E.D. Smith Foods, Ltd.	Canada	TMA383112
LITE 'N FRUITY	E.D. Smith Foods, Ltd.	Canada	TMA383111
MORE FRUIT	E.D. Smith Foods, Ltd.	Canada	TMA722675
NORTHERN HEAT	E.D. Smith Foods, Ltd.	Canada	TMA582489
SAUCEMAKER	E.D. Smith Foods, Ltd.	United States	3786934

SAUCEMAKER & Design	E.D. Smith Foods, Ltd.	Canada	TMA525596
SAUCEMAKER & Design	E.D. Smith Foods, Ltd.	Canada	TMA922792
SAVOUREZ LES FRUITS PLUTOT QUE LE SUCRE	E.D. Smith Foods, Ltd.	Canada	TMA576392
SIMPLE SOLUTIONS	E.D. Smith Foods, Ltd.	Canada	TMA503282
SIMPLE SOLUTIONS & DESIGN	E.D. Smith Foods, Ltd.	Canada	TMA503280
SIGNATURE	E.D. Smith Foods, Ltd.	Canada	TMA414247
SPA FRUITS	E.D. Smith Foods, Ltd.	Canada	TMA688184
SUNRISE	E.D. Smith Foods, Ltd.	Canada	TMA330379
TRIPLE FRUITS	E.D. Smith Foods, Ltd.	United States	1926598
TRIPLE FRUITS	E.D. Smith Foods, Ltd.	Canada	TMA551959
ALL SEASONS & Circular Design	E.D. Smith Foods, Ltd.	Canada	TMA704165
DIPPABLES	E.D. Smith Foods, Ltd.	Canada	TMA702488
LA MAISON	E.D. Smith Foods, Ltd.	Canada	TMA466615
LA MAISON PREMIUM	E.D. Smith Foods, Ltd.	Canada	TMA690722
PREFERENCE	E.D. Smith Foods, Ltd.	Canada	TMA559952
RANCHERO	E.D. Smith Foods, Ltd.	Canada	TMA419394
SEAFORTH	E.D. Smith Foods, Ltd.	Canada	TMA702458
SEAFORTH CREAMERY	E.D. Smith Foods, Ltd.	Canada	TMA704792
TASTE THE FRUIT, NOT THE SUGAR	E.D. Smith Foods, Ltd.	Canada	TMA576384

Copyrights:

None.

Patents:

Title	Owner	Country	Reg. No.
BOTTLE	E.D. Smith Foods, Ltd.	United States	D653555
BOTTLE	E.D. Smith Foods, Ltd.	Mexico	35979

Domain Names:

None.