

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panda Plates Inc.		01/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GM Endeavor, LLC		
Street Address:	1 General Mills Blvd.		
City:	Golden Valley		
State/Country:	MINNESOTA		
Postal Code:	55426		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5429885	YUMBLE	
CORRESPONDENCE DATA			
Fax Number:	6172890809		
<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:	2025361758		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	Vincent J. Badolato, Brown Rudnick LLP		
Address Line 1:	601 Thirteenth Street NW Suite 600		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	37740/0001		
NAME OF SUBMITTER:	Vincent J. Badolato		
SIGNATURE:	/Vincent J. Badolato/		
DATE SIGNED:	02/27/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated as of January 17, 2023 (the “**Effective Date**”), is entered into by and between Panda Plates Inc., a Delaware corporation (the “**Seller**”) and GM Endeavor, LLC, a Delaware limited liability company (“**Buyer**”).

WHEREAS, Seller and Buyer entered into an Asset Purchase Agreement (the “**Purchase Agreement**”), dated of even date herewith, pursuant to which, *inter alia*, Seller transferred, sold, assigned, conveyed and delivered to Buyer all of Seller’s rights in and to the Purchased Assets (as such term is defined in the Purchase Agreement).

WHEREAS, on the Effective Date Seller has executed and delivered to Buyer, in accordance with the Purchase Agreement, a Bill of Sale.

WHEREAS, Seller and Buyer wish to further memorialize, in a manner suitable for recordation at the United States Patent and Trademark Office and any foreign trademark offices, Seller’s transfer, sale, assignment, conveyance and delivery to Buyer all of Seller’s rights in and to the trademarks and trademark applications included in the Purchased Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Seller hereby irrevocably transfers, sells, assigns, conveys and delivers to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”):

(a) all of the trademarks, trademark applications, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin included in the Purchased Assets, including those forth in **Schedule 1** hereto (together with all together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing);

(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 Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution and violation, with the right but not the 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 Assignment upon request by Buyer. \

3. **Excluded Assets.** Notwithstanding the foregoing, the Assigned Trademarks to be transferred to Buyer under this Assignment shall not include the Excluded Assets (as such term is defined in the Purchase Agreement).

4. **Governing Law.** This Assignment shall be governed by the laws of the State of Delaware without giving effect to choice-of-law principles.


5. **Purchase Agreement.** Seller and Buyer acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be modified or superseded hereby and shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first written above.

SELLER:
PANDA PLATES INC.

By: 
Name: Craig Jalbert
Its: President

BUYER:
GM ENDEAVOR, LLC

By: 
Name: Benjamin Backberg
Its: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007985 FRAME: 0468

Schedule 1 to the Trademark Assignment

US Trademark Applications and Registrations

Mark	Application number	Filing date	Registration number	Registration date
YUMBLE	87/439,929	May 8, 2017	5,429,885	March 20, 2018