

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796880

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900754535		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maxim's Nutricare Incorporated		02/17/2023	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flowers Bakeries Brands, LLC		
<b>Street Address:</b>	1919 FLOWERS CIRCLE		
<b>City:</b>	THOMASVILLE		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31757		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3855949	THINWICH	
<b>Registration Number:</b>	4052798	PAPA PITA	
<b>Registration Number:</b>	4288450	MAYA'S TORTILLAS	
<b>Registration Number:</b>	4052913	BUBBA'S BAGELS BUBBA'S BAGELS	
<b>Registration Number:</b>	4353514	TO EAT WELL IS TO LIVE WELL	
<b>Registration Number:</b>	5107498	O PAPA'S ORGANIC	
<b>Registration Number:</b>	5447517	BUBBA'S	
<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>Email:</b>	miskowitz@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Mark Iskowitz/Kilpatrick Townsend		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	1376136		
<b>NAME OF SUBMITTER:</b>	Mark Iskowitz/Kilpatrick Townsend		

<b>SIGNATURE:</b>	/mji/
<b>DATE SIGNED:</b>	03/23/2023
<b>Total Attachments: 6</b> source=Project Onyx - Trademark IP Assignment (Fully Executed)#page1.tif source=Project Onyx - Trademark IP Assignment (Fully Executed)#page2.tif source=Project Onyx - Trademark IP Assignment (Fully Executed)#page3.tif source=Project Onyx - Trademark IP Assignment (Fully Executed)#page4.tif source=Project Onyx - Trademark IP Assignment (Fully Executed)#page5.tif source=Project Onyx - Trademark IP Assignment (Fully Executed)#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "*Agreement*"), dated as of February 17, 2023 (the "*Effective Date*"), is entered into by and among Maxim's Nutricare Incorporated, a Utah corporation (the "*Assignor*") in favor of Flowers Bakeries Brands, LLC, a Delaware limited liability company (the "*Assignee*"). Any capitalized terms used in this Intellectual Property Assignment but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

**Recitals**

**WHEREAS**, Assignor and Onyx Acquisition Sub, LLC, a Utah limited liability company and Affiliate of Assignee ("*Buyer*"), are parties to that certain Asset Purchase Agreement, dated December 9, 2022 (the "*Purchase Agreement*"), pursuant to which, among other things, (a) Assignor has sold, assigned, transferred and delivered to Buyer all of Assignor's right, title and interest in, to and under the Purchased Assets, including certain Purchased Intellectual Property of Assignor, and Buyer has agreed to purchase the same and (b) Assignee, as an Affiliate of Buyer, is to enter into this Agreement with Assignor;

**WHEREAS**, pursuant to the Intellectual Property Assignment Agreement by and between Assignor and Assignee, dated February 17, 2023, Assignor has assigned to Assignee all right, title, and interest to the trademarks listed on the attached Schedule A hereto (the "*Assigned Trademarks*"); and

**WHEREAS**, Assignor and Assignee seek to affirm the transfer and assignment of all right, title and interest to the Assigned Trademarks.

**NOW, THEREFORE**, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions. Terms capitalized but not defined herein shall have the meaning ascribed to them within the Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor's right, title and interest in, free and clear of all Encumbrances, to and under the Assigned Trademarks, together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned 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.

3. Recordation. Assignor 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 Agreement upon request by Assignee.

4. Further Assurances. Without limiting Assignor's obligations pursuant to the Purchase Agreement, Assignor acknowledges and agrees that, at any time and from time to time after the Closing Date, it will execute and deliver to Assignee such further conveyances, assignments or other written assurances as Assignee may reasonably request to perfect Assignee's title to the Assigned Trademarks. Following the date hereof, Assignor shall take reasonable steps and actions, and provide reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any accurate affidavits, declarations, oaths, exhibits, assignments, or powers of attorney (limited to powers for the filing of such documents with applicable governmental agencies), as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee or any assignee or successor thereto. If Assignor is unable for any reason to secure Assignee's signature to any document it is entitled to under this section, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by the Assignor.

5. Terms of the Purchase Agreement. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

6. Governing Law. THE DOMESTIC LAW, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, OF THE STATE OF DELAWARE WILL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT. THE JURISDICTION AND VENUE OF ANY CLAIMS OR DISPUTES ARISING FROM THIS AGREEMENT IS THE COUNTY OF SALT LAKE, STATE OF UTAH.

7. Successors and Assigns. This Agreement and all of the provisions of this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

8. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. An electronic signature will be considered an original signature.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

ASSIGNOR:

MAXIM'S NUTRICARE INCORPORATED

By: Farzad Mohebbizadeh  
Name: Farzad Mohebbizadeh  
Title: President and Chief Executive Officer

ASSIGNEE:

FLOWERS BAKERIES BRANDS, LLC

By: Stephanie Tillman  
Name: Stephanie Tillman  
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Country</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
"Thinwich"	Maxim's Nutricare Inc.	USA	3,855,949	10-5-2010
[Papa Pita logo.] Old man flanked by grains with "Papa Pita" underneath	Maxim's Nutricare Inc.	USA	4,052,798	11-8-2011
[Maya's Tortillas Logo] "Maya's Tortillas" underneath with a hat on the word "Maya's"	Maxim's Nutricare Inc.	USA	4,288,450	2-12-2013
[Bubba's Bagels logo.] Bubba man with "Bubba's Bagels" underneath	Maxim's Nutricare Inc.	USA	4,052,913	11-8-2011
[Logo.] Black box with white text in it: "TO EAT WELL IS TO LIVE WELL"	Maxim's Nutricare Inc.	USA	4,353,514	6-18-2013
[Logo.] Old man in an "O" with "Papa's Organic" underneath	Maxim's Nutricare Inc.	USA	5,107,498	12-27-2016
[Logo.] Bubba man with "Bubba's" underneath	Maxim's Nutricare Inc.	USA	5,447,517	4-17-2018
"To Eat Well is to Live Well"	Maxim's Nutricare Inc.	State (Utah)	11544609	11-14-2019
"Thinwich"	Maxim's Nutricare Inc.	State (Utah)	11544475	11-14-2019

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
"Bubba's"	Maxim's Nutricare Inc.	State (Utah)	7445606	8-17-2009
"Nature's Grain"	Maxim's Nutricare Inc.	State (Utah)	7445591	8-16-2009
"Wrapido"	Maxim's Nutricare Inc.	State (Utah)	7440915	8-15-2009
"Maya's Tortillas"	Maxim's Nutricare Inc.	State (Utah)	7445284	8-15-2009
"Papa Pita"	Maxim's Nutricare Inc.	State (Utah)	7445576	8-15-2009

**TRADEMARK**

**REEL: 008012 FRAME: 0597**

**RECORDED: 03/02/2023**