

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETHEL'S EDIBLES, LLC		11/07/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	ETHEL'S BAKERY, LLC		
Street Address:	15000 Commercial Dr.		
City:	Shelby Charter Twp.		
State/Country:	MICHIGAN		
Postal Code:	48315-3932		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6336666	HANDMADE WITH LOVE ETHEL'S BAKING CO.	
Registration Number:	6336626	HANDMADE WITH LOVE	
Registration Number:	6336665	ETHEL'S BAKING CO. HANDMADE WITH LOVE	
Registration Number:	5796206	THE ORIGINAL DESSERT BAR COMPANY	
Registration Number:	5822963	DANDY	
Registration Number:	5655134	RASPBERRY DANDY	
Registration Number:	5495423	ETHEL'S	
Registration Number:	5477390	THE ORIGINAL DESSERT BAR COMPANY	
Registration Number:	5360366	TURTLE DANDY	
Registration Number:	5216000	PECAN DANDY	
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:	6162548400		
Email:	ip@kehb.com		
Correspondent Name:	Elliott J. R. Church		
Address Line 1:	333 Bridge St NW Ste 900		
Address Line 4:	Grand Rapids, MICHIGAN 49504		

OP \$265.00 6336666

NAME OF SUBMITTER:	Elliott Church
SIGNATURE:	/Elliott Church/
DATE SIGNED:	05/03/2023
Total Attachments: 4 source=Membership Interest Purchase Agmt Book-Ethel's Edibles 11.7.19 (searchable - excerpt - redacted)#page1.tif source=Membership Interest Purchase Agmt Book-Ethel's Edibles 11.7.19 (searchable - excerpt - redacted)#page2.tif source=Membership Interest Purchase Agmt Book-Ethel's Edibles 11.7.19 (searchable - excerpt - redacted)#page3.tif source=Membership Interest Purchase Agmt Book-Ethel's Edibles 11.7.19 (searchable - excerpt - redacted)#page4.tif	

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement"), dated as of November 7, 2019, is entered into between Ethel's Edible's, LLC, a Michigan limited liability company ("Transferor"), and Ethel's Bakery, LLC a Michigan limited liability company ("Transferee").

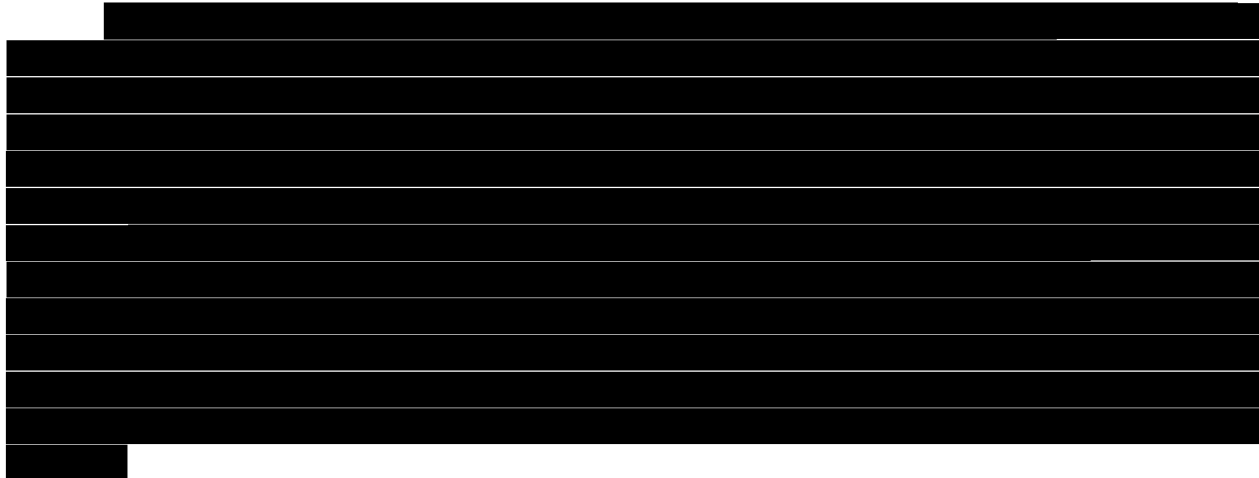
RECITALS

WHEREAS, Transferor wishes to transfer and assign to Transferee, and Transferee wishes to accept and assume from Transferor, the rights and obligations of Transferor to the Contributed Assets (as defined herein) and the Assumed Liabilities (as defined herein), in exchange for 100% of the equity interests in Transferee; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I CONTRIBUTIONS

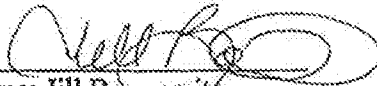
Section 1.01 Contribution of Assets. Subject to the terms and conditions set forth herein, Transferor hereby contributes, transfers, assigns, conveys and delivers to Transferee, and Transferee does hereby accept and acquire from Transferor, all of Transferor's right, title and interest in and to all of the assets used by Transferor in the operation of its business (the "**Business**") of baking gluten-free foods (the "**Contributed Assets**"), specifically including but not limited to, the assets set forth in Section 1.01A of the Disclosure Schedules, but specifically excluding the assets set forth in Section 1.01B of the Disclosure Schedules. The Contributed Assets are transferred free and clear of any security interest, pledge, lien, charge, mortgage, claim or other encumbrance (each, an "**Encumbrance**") other than (a) liens for taxes not yet due and payable or being contested in good faith by appropriate procedures and (b) mechanics', carriers', workmens', repairmen's or other similar liens arising or incurred in the ordinary course of business consistent with past practice and which are not material to the Contributed Assets (collectively, "**Permitted Encumbrances**").



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TRANSFEROR:

ETHEL'S EDIBLE'S, LLC

By 
Name: Jill Bommarito
Title: Manager

TRANSFeree:

ETHEL'S BAKERY, LLC

By 
Name: Jill Bommarito
Title: Manager

[Signature Page – Contribution Agreement]

SELLERS CONTRIBUTION AGREEMENT

DISCLOSURE SCHEUDLES

November 6, 2019

Schedule 1.01A Contributed Assets

All Company Intellectual Property:

[REDACTED]

All Company IP Registrations:

1. Ethel's; Serial No. 87458496; Registration No. 5495423; Registration Date June 19, 2018
2. Original Dessert Bar Company; Serial No. 87976370, Registration No. 5796206, Registration Date July 2, 2019; and Serial No. 87390559; Registration No. 5477390, Registration Date May 22, 2018
3. Dandy; Serial No. 87946135, Registration No. 5822963; Registration Date July 30, 2019
4. Pecan Dandy; Serial No. 96661594; Registration No. 5216000; Registration Date June 6, 2017
5. Turtle Dandy; Serial no. 86661597; Registration No. 5360366; Registration Date December 19, 2017
6. Raspberry Dandy; Serial No. 87946116; Registration No. 5655134; Registration Date January 15, 2019

Domain Names:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“**Intellectual Property**” means any and all of the following in any jurisdiction throughout the world: (i) issued patents and patent applications; (ii) trademarks, service marks, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (iii) copyrights, including all applications and registrations; (iv) trade secrets, recipes, know-how, inventions (whether or not patentable), technology, and other confidential and proprietary information and all rights therein (“**Trade Secrets**”); (v) internet domain names and social media accounts and pages; and (vi) other intellectual or industrial property and related proprietary rights, interests, and protections.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]