

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815993

| | | | |
|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Buona Festa Corporation | | 06/07/2023 | Corporation: WISCONSIN |
| Festive Foods, LLC | | 06/07/2023 | Limited Liability Company: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | Bernatello's Pizza, Inc. | | |
| Street Address: | 220 Congress Street | | |
| Internal Address: | PO Box 729 | | |
| City: | Maple Lake | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55358 | | |
| Entity Type: | Corporation: MINNESOTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4952116 | ULTIMATO'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7633980062 | | |
| <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: | 7633980441 | | |
| Email: | banderson@ckzlawfirm.com | | |
| Correspondent Name: | Bridget C. Anderson | | |
| Address Line 1: | 505 Highway 169 N | | |
| Address Line 2: | Suite 350 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55441 | | |
| NAME OF SUBMITTER: | Bridget C. Anderson | | |
| SIGNATURE: | /Bridget C. Anderson/ | | |
| DATE SIGNED: | 06/08/2023 | | |
| Total Attachments: 5 | | | |
| source=IP Assignment#page1.tif | | | |
| source=IP Assignment#page2.tif | | | |

OP \$40.00 4952116

source=IP Assignment#page3.tif
source=IP Assignment#page4.tif
source=IP Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Assignment**”), dated June 7, 2023 (the “**Effective Date**”), is by and between Festive Foods, LLC, a Wisconsin limited liability company (“**Festive Foods**”), Buona Festa Corporation, a Wisconsin corporation (“**Buona Festa**” and together with Festive Foods are, collectively, the “**Assignors**” or each an “**Assignor**”), and Bernatello’s Pizza, Inc., a Minnesota corporation (the “**Assignee**”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated April 28, 2023 (the “**Asset Purchase Agreement**”), by and among the parties hereto, and Michael Holmgren, Assignee has purchased substantially all of the assets of Assignors and utilized in their business (the “**Asset Purchase Transaction**”); and

WHEREAS, in connection with the Asset Purchase Transaction, Assignors intend to assign, and Assignee intends to accept, the Assigned IP, as defined below, upon the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual promises contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors and Assignee, the parties hereby agree as follows:

1. Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest, in and to the intellectual property set forth on Schedule 1 attached hereto (the “**Assigned IP**”), together with all goodwill associated therewith, with all common law rights therein, and with all proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned IP, all rights to bring an action, whether at law or in equity, for past, present, or future infringement, dilution, misappropriation, misuse or other violation of the Assigned IP against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Assigned IP.

2. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee’s request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. This Assignment shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

5. No waiver by any party of any of the provisions of this Assignment or the documents to be delivered hereunder shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment or the documents to be delivered hereunder shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Asset Purchase Agreement, which is incorporated by reference into this Assignment. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

7. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Assignment shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Minnesota.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute 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]

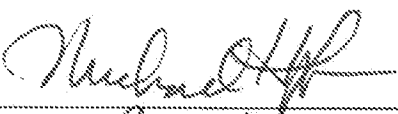
IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Assignment as of the day and year first above written.

ASSIGNORS:

FESTIVE FOODS, LLC

By 
Its President

BUONA FESTA CORPORATION

By 
Its President

ASSIGNEE:

BERNATELLO'S PIZZA, INC.

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Assignment as of the day and year first above written.

ASSIGNORS:

FESTIVE FOODS, LLC

By _____
Its _____

BUONA FESTA CORPORATION

By _____
Its _____

ASSIGNEE:

BERNATELLO'S PIZZA, INC.

By James R. Wahl
Its CFO

Signature Page to Intellectual Property Assignment

SCHEDULE 1

Intellectual Property

| Jurisdiction | Trademark | Status | Next Due Date | Class(es) & Goods/Services | App. Date/Reg. Date | Appl. No./Reg. No. | Recorded Owner |
|--------------|------------|------------|---------------|---|------------------------|-------------------------|-------------------------|
| USA | ULTIMATO'S | Registered | 5/3/2026 | Class 30: Frozen foods, namely, grain and bread based appetizers, hors d'oeuvres, and canapés; Pizza; Pizzas | 8/14/2014 5/03/2016 | 86/366,893 4,952,116 | Buona Festa Corporation |

Common Law Trademarks:

BUONA FESTA CORP
FESTIVE FOODS LLC



FESTIVE FOODS LLC & Design



ULTIMATO'S THIN CRUST PIZZA & Design

Patents:

None.

Copyrights:

None.

Domain Names:

| Domain Name | Registrar | Registrant Name | Registrant Organization | Registrant Contact | Created | Expiration |
|---------------------|--------------|-----------------|-------------------------|--------------------|-----------|------------|
| Festivefoodsllc.com | Register.com | Private | Private | Private | 1/31/2008 | 1/31/2024 |