

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828547

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ventura Foods, LLC		07/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	West Madison Foods, Inc.		
<b>Street Address:</b>	8 Sound Shore Drive		
<b>Internal Address:</b>	Suite 265		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4376882	MARIE'S	
<b>Registration Number:</b>	3953465	MARIE'S	
<b>Registration Number:</b>	1815051	MARIE'S	
<b>Registration Number:</b>	0813108	MARIE'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>Phone:</b>	8608742624		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Melissa Nocera, Trademark Specialist		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	017360.00007		
<b>NAME OF SUBMITTER:</b>	Melissa Nocera		
<b>SIGNATURE:</b>	/Melissa Nocera/		
<b>DATE SIGNED:</b>	08/01/2023		

CH \$115.00 4376882

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”) is made and entered into as of July 31, 2023 by and between Ventura Foods, LLC, a Delaware limited liability company (“Seller”), and West Madison Foods, Inc., a Delaware corporation (“Buyer”).

**RECITALS**

WHEREAS, Seller and Buyer have entered into the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Seller has sold, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions as Buyer deems appropriate;

WHEREAS, capitalized terms used but not defined herein have the meaning given to such terms in the Purchase Agreement.

**AGREEMENT**

NOW, THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to all Transferred Intellectual Property and all goodwill associated therewith (“Assigned Intellectual Property”), including the following:

(a) the Trademarks, domain names and social media accounts set forth on Schedule 1 hereto, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the Copyrighted Works set forth on Schedule 1 hereto;

(c) the Intellectual Property associated with molds for the Business Product packaging;

(d) the Trade Secrets set forth on Schedule 1 hereto;

(e) all Intellectual Property rights in the Transferred Data;

(f) all rights, title and interests of Seller in all other Transferred Intellectual Property; and

(g) any and all of Seller's right to sue for, and remedies against, past, present or future infringements or other violations thereof, all royalties, income, damages or other payments receivable in connection therewith and rights of priority and protection of interest therein.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and 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 the assignment of the Assigned Intellectual Property as provided by this IP Assignment upon request by Buyer. Seller shall provide Buyer, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Buyer to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this IP Assignment and to aid Buyer or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Intellectual Property in all jurisdictions and to record Buyer as owner of the Assigned Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Buyer in transferring all domain names that are Assigned Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide to Buyer the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Seller's right, title and interest in the domain names to Buyer. Seller shall not assert any right, title or interest in or to any of the Assigned Intellectual Property and shall not use any of the Assigned Intellectual Property except as may be expressly authorized by Buyer in writing.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but 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 hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed and delivered in two or more counterparts and by email (including PDF attachment), each of which, when taken together, shall be deemed an original and all of which shall be considered one and the same instrument. Each Party hereby agrees that this IP Assignment may be executed and entered into electronically and that any electronic signature (as defined below), whether digital or encrypted, used by either Party

is intended to authenticate this IP Assignment and to have the same legal force and effect as a manual signature. For purposes of this IP Assignment, the term “electronic signature” means any electronic symbol, designation or process attached to or logically associated with an agreement, document, instrument, record or contract and adopted by a Party with the intent to sign such agreement, document, instrument, record or contract (including through the use of DocuSign or similar software).

5. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be signed by its duly authorized representatives as of the date first above written.

**SELLER:**

**VENTURA FOODS, LLC**

By: Carine Kautner  
Name: Carine Kautner  
Title: SVP, Corp. Struct. & Bus. Dev.

**BUYER:**

**WEST MADISON FOODS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be signed by its duly authorized representatives as of the date first above written.

**SELLER:**

**VENTURA FOODS, LLC**

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

**WEST MADISON FOODS, INC.**

By: David Eagle \_\_\_\_\_

Name: David Eagle

Title: Treasurer and Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 008151 FRAME: 0845**

**SCHEDULE 1**

**A. TRADEMARKS**

<b>Country</b>	<b>Owner</b>	<b>Application #</b>	<b>Registration #</b>	<b>Status</b>
United States	Ventura Foods, LLC	85/258650	4376882	Registered
United States	Ventura Foods, LLC	77/981694	3953465	Registered
<b>Country</b>	<b>Owner</b>	<b>Application #</b>	<b>Registration #</b>	<b>Status</b>
Barbados	Ventura Foods, LLC	81/29423	81/29423	Registered
Barbados	Ventura Foods, LLC	81/29424	81/29424	Registered
Canada	Ventura Foods, LLC	0289182	TMA145575	Registered
Canada	Ventura Foods, LLC	1839469	TMA1035130	Registered
Canada	Ventura Foods, LLC	0265145	TMA126885	Registered
Guatemala	Ventura Foods, LLC	187879	M-00215-2012	Registered
Guatemala	Ventura Foods, LLC	193402	M-002214-2012	Registered
Mexico	Ventura Foods, LLC	1689119	1612119	Registered
Panama	Ventura Foods, LLC	209920	209920	Registered
Panama	Ventura Foods, LLC	209919	209919	Registered
United States	Ventura Foods, LLC	72/086879	0738304	Registered
United States	Ventura Foods, LLC	74/362245	1815051	Registered
United States	Ventura Foods, LLC	72/216724	813108	Registered



B. COPYRIGHTS. United States and foreign copyrights in works of authorship to the extent owned by or licensed to Seller, used or created primarily for the Marie’s portion of the Business or the Dean’s portion of the Business.

C. The following domain names:

Domain Name	Account No	Expiration Date	Auto Renew	Private
chipmagnet.com	23006458	10/9/2023	TRUE	Off
deandip.com	23006458	2/15/2026	TRUE	Off
deandips.com	23006458	8/28/2025	TRUE	Off
deansdip.com	23006458	9/27/2025	TRUE	Off
deansdips.com	23006458	9/27/2025	TRUE	Off
diveintodeans.com	23006458	9/19/2024	TRUE	Off
maries.com	23006458	5/21/2026	TRUE	Off
mariesdip.com	23006458	9/19/2024	TRUE	Off
mariesdips.com	23006458	9/19/2024	TRUE	Off
mariesdressing.com	23006458	9/19/2024	TRUE	Off
mariesdressings.com	23006458	6/5/2026	TRUE	Off
mariesfood.com	23006458	9/27/2023	TRUE	Off
mariesfoods.com	23006458	9/27/2023	TRUE	Off
mariessalad.com	23006458	9/27/2023	TRUE	Off
mariessaladdressing.com	23006458	9/27/2023	TRUE	Off
mariessaladdressings.com	23006458	9/27/2023	TRUE	Off
mariesweepstakes.com	23006458	9/19/2024	TRUE	Off
mariesyogurtdressing.com	22622005	3/12/2024	TRUE	Off
mariesyogurtdressings.com	22622005	3/12/2024	TRUE	Off
thechipmagnet.com	23006458	10/9/2023	TRUE	On
yogurtdressings.com	22622005	3/12/2024	TRUE	Off

**D. Social Media**

- Marie’s Facebook Account
- Marie’s Twitter Account
- Marie’s Instagram Account
- Dean’s Facebook Account
- Dean’s Twitter Account
- Dean’s Instagram Account

**E. Trade Secrets**

1. Formulas or recipes currently in production or that have been used or developed (and that are in the possession or control of Seller) for the Marie's-branded salad dressings, glazes and dips and the Dean's-branded dips (and associated know how used primarily in the Business).
2. Manufacturing methods and processes currently in production or that have been developed (and that are in the possession or control of Seller) for the Marie's-branded salad dressings, glazes and dips and the Dean's-branded dips (and directly associated know how used primarily in the Business).
3. Market studies for products currently in production or that have been developed (and that are in the possession or control of Seller) for the Marie's-branded salad dressings, glazes and dips and the Dean's-branded dips (and directly associated know how not in the public domain to the extent used primarily in the Business).
4. Specifications for the Business Products and specifications for the 25 oz, 12 oz, and 11.5 oz Marie's dressing bottle packaging molds thereto (excluding specifications for the Marie's lids)

**F. Licensed Intellectual Property**

The license to use the DEAN'S trademark, United States Trademark Registration Number 4361412 and Registration Number 1747280, and all other intellectual property licensed from DFA Dairy Brands IP, LLC pursuant to that certain Trademark and Copyright License Agreement dated August 22, 2005, that certain First Amendment to Trademark and Copyright License Agreement dated December 31, 2007, that certain Second Amendment to Trademark and Copyright License Agreement dated July 19, 2013, and that certain Third Amendment to Trademark and Copyright License Agreement dated March 9, 2023, by and between DFA Dairy Brands IP, LLC and Ventura Foods, LLC.