OP \$40.00 97242641

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM836464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Karakuri Ltd		07/28/2023	Corporation: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Henny Penny Corporation
Street Address:	1219 U.S. RT. 35 WEST
City:	Eaton
State/Country:	ОНЮ
Postal Code:	45320
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	97242641	KARAKURI/FRYR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 5132412324

Email: dfitzgerald@whe-law.com **Correspondent Name:** David A. Fitzgerald, II

Address Line 1: 600 Vine Street
Address Line 2: Suite 2800

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:
David Fitzgerald II

SIGNATURE:
/David A. Fitzgerald II/

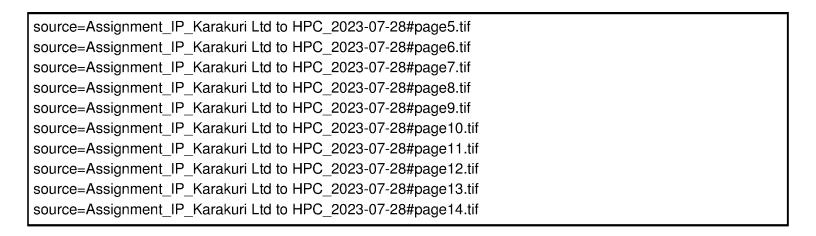
DATE SIGNED:
09/01/2023

Total Attachments: 14

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TRADEMARK REEL: 008186 FRAME: 0252

900797547



Execution version

CATED 28 July 2023

KARAKURI LIMITED (IN ADMINISTRATION) (1)

DAMIAN WEBB and GORDON THOMSON (2)

And

HENNY PENNY CORPORATION (3)

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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TRADEMARK

DATE OF DEED OF ASSIGNMENT

28 July

2023

PARTIES

- (1) Karakuri Limited (in administration) (Company number 11228129 whose registered office is at KARAKURI LTD, Unit 2 Hammersmith Studios, 55a Yeldham Road, London, United Kingdom, W6 8JF ("Assignor")
- (2) Damian Webb and Gordon Thomson both of RSM UK Restructuring Advisory LLP, 25 Farringdon Street London EC4A 4AB together the joint administrators of the Assignor ("Administrators")
- (3) Henny Penny Corporation a corporation incorporated in Ohio, (Charter Number 681933 whose registered office is at 1219 U S 35 W Eaton, Ohio, 45320, United States ("Assignee")

INTRODUCTION

- A The Administrators were appointed the joint administrators of the Assignor by the directors of the Assignor by a notice of appointment endorsed in the Chancery Division of the High Court Business and Property Courts in Birmingham District Registry on 17 July 2023.
- B The Assignor acting by the Administrators has agreed pursuant to an agreement of even date between the parties ("Sale Agreement") to sell and the Assignee has agreed to buy whatever right, title or interest the Assignor may have in or to certain Intellectual Property Rights subject always to the following terms and conditions.

THIS DEED WITNESSES THAT:

1 DEFINITIONS

In this assignment the following words have the meanings set out below unless stated otherwise.

"Act" means Insolvency Act 1986.

"Intellectual Property Rights" has the meaning given to that term in the Sale Agreement and includes those listed in Schedule 1.

"Liabilities" means all and any actions, proceedings, claims, demands, legal and other costs, expenses, penalties and liabilities including consequential losses whatsoever brought against or incurred directly or indirectly by the Assignor and the Administrators or any of them.

2 ASSIGNMENT

2.1 In consideration of the sums set out in the Sale Agreement paid by the Assignee, the Assignor acting by the Administrators hereby assigns absolutely to the Assignee with no title guarantee such right, title and interest (if any) as the Assignor has in and to the Intellectual Property Rights, including without limitation, the Intellectual Property Rights listed in Schedule 1, at the date of this deed including, without limitation, all statutory and common law rights attaching thereto (including any goodwill) and the

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right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership of the Intellectual Property Rights whether occurring before, on, or after the date of this deed and to retain any damages or other remedy obtained as a result of such action.

2.2 All covenants for title, warranties, terms, conditions and promises implied by statute or common law into a sale of Intellectual Property Rights are hereby excluded to the greatest extent permitted by law and the Assignee hereby accepts and confirms that such exclusion is reasonable bearing in mind the price paid for the Intellectual Property Rights.

3 EXCLUSION OF LIABILITY

- 3.1 The Assignee acknowledges that the Intellectual Property Rights and the Assignor's title or interest in the Intellectual Property Rights may be subject to defects, restrictions or deficiencies which have not been disclosed to the Assignee, and that the Intellectual Property Rights may or may not be transferable to the Assignee at all. The Assignee acknowledges that it has made its own enquiries into the nature and extent of the Intellectual Property Rights and any defects, restrictions or deficiencies in the Intellectual Property Rights and the Assignor's title or interest in them and agrees and acknowledges that it has not relied on any statements or representations made by the Assignor or the Administrators in relation thereto.
- 3.2 The Assignee acknowledges and agrees that in the negotiation and completion of this deed the Administrators are acting only as agents of the Assignor and that notwithstanding that this deed shall have been signed by the Administrators on behalf of the Assignor it is expressly agreed and declared that:
 - (a) no personal liability under or in connection with this deed shall fall on the Administrators or their firm, partners or employees and the Assignee shall fully indemnify the Administrators against all and any Liabilities arising under or in connection with this deed;
 - (b) the Administrators are party to this deed in their personal capacities only for the purpose of receiving the benefit of this sub-clause and the exclusions, limitations, undertakings, covenants and indemnities in their favour in this deed;
 - (c) the Assignee hereby waives any claim in tort as well as under contract against the Administrators; and
 - (d) no sums due from the Administrators (if any) or the Assignor (if any) by reason directly or indirectly of the terms of this deed shall be charged or payable as an expense or remuneration of the Administrators, or otherwise as mentioned in paragraphs 99(3) and 99(4) of Schedule B1 of the Act, but shall only rank as an unsecured claim against the Assignor.

4 INDEMNITY

The Assignee shall keep the Assignor and the Administrators fully and completely indemnified against all Liabilities which may be brought against or incurred by the Assignor and/or the Administrators as a result of:

- (a) any use of the Intellectual Property Rights by the Assignee or with the Assignee's authorisation on or after the date of this deed; or
- (b) any claim made against the Assignor and/or the Administrators by a third party in relation to actual or alleged infringement of a third party's intellectual property rights arising from the Assignee's, its transferee's, and/or licensee's, use or exploitation of the Intellectual Property Rights.

5 COVENANT FOR FURTHER ASSURANCE

The Assignor and the Administrators covenant that at the request and cost of the Assignee they will do all such acts and execute all such documents as may reasonably be necessary to secure the vesting in the Assignee of all Intellectual Property Rights capable of assignment and assigned to the Assignee hereunder or to register the interest of the Assignee in those validly assigned Intellectual Property Rights where possible.

6 DELIVERY

The Administrators and the Assignor confirm that on completion of this deed they will make available for collection by the Assignee all documents in their possession in all media which concern or embody the Intellectual Property Rights.

7 INTERPRETATION OF INDEMNITIES

Where any indemnity in this deed is given by the Assignee in favour of the Assignor and/or the Administrators, the extent of such indemnity shall be limited as follows:

- (a) in the case of the Assignor, only insofar as the Liabilities and/or losses rank for payment as an expense or necessary disbursement of the Administration or liquidation of the Assignor whether pursuant to Rule 3.50, 3.51, 6.42 or 7.108 of Insolvency (England and Wales) Rules 2016 or under paragraph 99(3) or 99(4) of Schedule B1 to the Act or otherwise; and
- (b) in the case of the Administrators only insofar as the Liabilities and/or losses are in respect of a claim made against or suffered by the Administrators in their personal capacity.

8 NOTICES

- 8.1 Any notice, document or other communication to be given under this deed must be in writing (which includes e-mail) and must be delivered or sent by post or electronic mail to the party to whom it is to be given at its address appearing in this deed as follows to:
 - (a) the Assignor at:

FAO: the Administrators

RSM UK Restructuring Advisory LLP, 25 Farringdon Street, London, EC4A 4AB

Email: jamie.gallagher@rsmuk.com

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(b) the Administrators at:

FAO: the Administrators

RSM UK Restructuring Advisory LLP, 25 Farringdon Street, London, EC4A 4AB

Email: jamie.gallagher@rsmuk.com

(c) the Assignee at:

FAO: Suresh lyer, Chief Technology Officer,

CC: Legal Department

1219 US-35, Eaton, OH 45320

Email: siyer@hennypenny.com and bwright@hennypenny.com

or at such other address as that party may have notified to the other parties in accordance with this clause 8. Any notice, document or other communication sent by post shall be sent by prepaid first class post (if within the United Kingdom) or by prepaid airmail (if elsewhere).

- 8.2 Any notice, document or other communication shall be deemed to have been given:
 - (a) if delivered by hand, at the time of delivery; or
 - (b) if posted in the United Kingdom by first class registered post) 10.00 a.m. on the second Business Day after it was put into the post, or at 10.00 a.m. (local time at the place of destination) on the seventh Business Day after it was put into the post if sent by airmail; or
 - (c) if sent by email, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server:

provided that if any communication would otherwise become effective on a non-Business Day or after 5.00 p.m. on a Business Day, it shall instead become effective at 10.00 a.m. on the next Business Day and if it would otherwise become effective before 9.00 a.m. on a Business Day, it shall instead become effective at 10.00 a.m. on that Business Day.

8.3 This clause 8 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this deed.

9 EXCLUSION OF THIRD PARTY RIGHTS

This deed does not create any right enforceable by a person not party to it and a person who is not a party to this deed except a permitted successor in title to a party or assignee of their rights in respect of the Intellectual Property Rights shall have no

rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10 ENTIRE AGREEMENT

This deed together with the Sale Agreement constitutes the entire agreement between the Parties relating in any way to the Assignor's business, the activities or assets of the Assignor, or any of the matters dealt with in this deed. It supersedes with immediate effect and extinguishes any such previous agreements, arrangements, understandings, representations, statements or warranties. None of the parties has relied on any representation or statement which is not expressly included in this Deed and except in relation to fraudulent misrepresentations each of them irrevocably waives any right it may otherwise have to claim damages or to rescind this Deed on the basis of any such prior and contemporaneous statements.

11 SEVERANCE

The parties agree that if any of the provisions in this deed is held to be invalid but would be valid if part of the wording were deleted or modified then such provision shall apply with such modification as may be necessary to make it enforceable, and neither the validity or enforceability of the remaining provisions nor the validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

12 NO WAIVER

No failure to exercise nor any delay by any party in exercising any right or remedy under the terms of this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent its further exercise or the exercise of any other right or remedy. The rights and remedies provided in this deed are cumulative and not exclusive of any rights or remedies provided by law and nothing in this deed shall operate to restrict or affect in any way any right of the Assignee or the Administrators to be indemnified or to exercise a lien whether under the Act or otherwise howsoever.

13 VARIATION

No variation or addition to this deed shall be effective unless made in writing, signed by or on behalf of the parties and referring explicitly both to this deed and to the fact that the purpose of the parties is to vary or add to it, and no right of any party can be waived, released or made subject to conditions without such written agreement.

14 RELEVANT LAW

This deed shall be construed and governed in accordance with English law in all respects and shall be subject to the exclusive jurisdiction of the English courts.

15 COUNTERPARTS

15.1 This deed may be executed in any number of counterparts, and by the parties to it on separate counterparts, each of which when so executed and delivered shall constitute an original but all the counterparts shall together constitute one and the

- same instrument. The term "counterpart" shall include a portable document format copy or facsimile copy of this deed.
- Delivery of an executed counterpart of a signature page by electronic mail shall be as effective as delivery of a manually executed counterpart. In making proof hereof, it shall not be necessary to produce or account for any counterpart other than one signed by the party against which enforcement is sought.

IN WITNESS of which this deed has been executed as a deed and delivered as a deed on the date written above.

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SCHEDULE 1

INTELLECTUAL PROPERTY RIGHTS

Patents

PCT International Application No: PCT/GB2022/050709 with publication number WO 2022/200775 ("Automated Food Frying Systems)

GB Application 2213604.8, filed 16 Sept 2022

Trademarks

KARAKURI /FRYK	European Union	App. No.:018644720	(Int'l Class(es) 07)	Registered	Karakuri Ltd
	(EUTM)	App. Date: January 26,	Food and meal preparation machines; food and meal preparation		
		2022	machines configured with artificial intelligence systems; food and meal		
		Reg. No.:018644720	preparation machines for preparing personalised meals; food and meal		
		Reg. Date: June 30,	preparation machines located in a restaurant, canteen, retail store,		
		2022	gym or other facility serving consumers, such as a smart or automated		
			kitchen, a dark kitchen or a delivery-only kitchen.		
			(Int'l Class(es) 09)		
			Electronic systems and software for controlling the operation of food		
			and meal preparation machines; electronic systems and software for		
			controlling the operation of food and meal preparation machines		
			located in a restaurant, canteen, retail store, gym or other facility		
			serving consumers, such as a smart or automated kitchen, a dark		
			kitchen or a delivery-only kitchen; artificial intelligence based software		
			and systems for food and meal preparation machines; artificial		
			intelligence based software and systems for preparing personalised		
			meals; food and meal ordering software, including software for ordering		
			personalised meals.		
			(Int'l Class(es) 11)		
			Apparatus for heating and cooking food, including heating and cooking		
			personalised meals; artificial intelligence controlled apparatus for		

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
United Kingdom	
App. No.:UK00003673904 App. Date: July 27, 2021 Reg. No.:UK00003673904	
(Int'l Class(es) 07) Food and meal preparation machines; food and meal preparation machines configured with artificial intelligence systems; food and meal preparation machines for preparing personalised meals; food and meal preparation machines located in a restaurant, canteen, retail store, gym or other consumer location. (Int'l Class(es) 09) Electronic systems and software for controlling the operation of food	meal ordering recorded software, namely software for ordering food, meals and personalised meals prepared by robotic devices (Int'l Class(es) 11) Apparatus for heating and cooking food, and heating and cooking personalised meals, namely, gas-powered deep fat fryers, industrial deep fryers, cooking ovens, electric cooking hobs, gas cooking hobs being gas cooktops and electric food warmers; artificial intelligence controlled robots for heating and cooking food, and heating and cooking personalised meals; apparatus for heating and cooking food, namely, gas-powered deep fat fryers, industrial deep fryers, cooking ovens, electric cooking hobs, gas cooking hobs being gas cooktops and electric food warmers, for use in restaurants, canteens, retail stores, gyms and other food-serving facilities serving consumers food, namely, smart or automated kitchens, dark kitchens and delivery-only kitchens (Int'l Class(es) 43) Hospitality services in the nature of the provision of food, meals, and personalised meals; provision of food, namely, smart or automated kitchens, dark kitchens and delivery-only kitchens; provision of food, meals, and personalised meals, using a robotic system located in restaurants, canteens, retail stores, gyms and other food-serving locations serving consumers food, namely, smart or automated kitchens, dark kitchens and delivery-only kitchens; provision of food, meals, and personalised meals, using a robotic system located in restaurants, canteens, retail stores, gyms and other food-serving facilities serving consumers food, namely, smart or automated kitchens, dark kitchens and delivery-only kitchens
Registered	
Karakuri Ltd	

SIGNED by KARAKURI LIMITED

(In administration) by DAMIAN WEBB, its

administrator pursuant to powers conferred under the Insolvency Act 1986 as agent and on his own behalf and on behalf of his joint administrator GORDON THOMPSON and without personal liability in the presence of:

its Administrator

Witness Signature

Name: Clare Wilson Occupation: Address: Director

c/o Stirling House, 71. Francis Road, Edgbaston, B16 8SP

EXECUTED as a deed by **HENNY PENNY CORPORATION**, a company incorporated in Ohio, acting by **BRIAN WRIGHT** who, in accordance with the laws of that territory, is acting under the authority of the company, in the presence of:

Suresh lyer

Witness Signature

Name: Suresh lyer

Occupation: CTO

Address: 1219 U S 35 W Eaton, Ohio,

45320, United States

Brian Wright

Corporate Secretary



Certificate Of Completion

Envelope Id: 7281984F37DE49C7B2ABCE4F3AE52EB7

Subject: #84673 Karakuri Ltd – IP sale to Henny Penny (documents for signing)

Source Envelope:

Document Pages: 53 Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Envelope Originator: Paola L. Britton

6 Wellington Place

Leeds, West Yorkshire LS1 4AP paola.britton@squirepb.com IP Address: 86.176.237.231

Record Tracking

Status: Original

26-Jul-2023 | 23:45

Holder: Paola L. Britton

paola.britton@squirepb.com

Location: DocuSign

Signer Events

Brian Wright

BWright@hennypenny.com

Security Level: Email, Account Authentication

(None), Authentication

Signature

Signatures: 8

Initials: 0

Brian Wright

Signature Adoption: Pre-selected Style

Using IP Address: 74.4.31.98

Timestamp

Sent: 27-Jul-2023 | 00:08 Viewed: 27-Jul-2023 | 16:18 Signed: 27-Jul-2023 | 16:19

Authentication Details

SMS Auth:

Transaction: 3ccc4543-cd47-4ebb-8278-ffe878c7ce46

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 27-Jul-2023 | 16:18 Phone: +1 513-909-5733

Electronic Record and Signature Disclosure:

Accepted: 27-Jul-2023 | 16:18

ID: 162fe3ab-78a4-4e3c-bc03-f5c329c882fd

Damian Webb

damian.webb@rsmuk.com

Partner

Security Level: Email, Account Authentication

(None), Authentication

D192A2C030094DC.

Signature Adoption: Drawn on Device Using IP Address: 77.103.236.220

Sent: 27-Jul-2023 | 00:08 Resent: 27-Jul-2023 | 21:40 Viewed: 28-Jul-2023 | 09:04

Signed: 28-Jul-2023 | 09:05

Authentication Details

SMS Auth:

Transaction: 5aa2d215-9e76-4288-b9fa-00e1e4e2ba14

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 28-Jul-2023 | 09:03 Phone: +44 7725 440624

Electronic Record and Signature Disclosure:

Accepted: 28-Jul-2023 | 09:04

ID: a6020cea-5609-492d-b0d2-b359b7e7411b

Suresh lyer

siyer@hennypenny.com

Security Level: Email, Account Authentication

(None), Authentication

Suresh lyer
B1DFE86FEBD9471...

Signature Adoption: Pre-selected Style Using IP Address: 162.155.193.146

Sent: 27-Jul-2023 | 00:08 Viewed: 27-Jul-2023 | 16:19 Signed: 27-Jul-2023 | 16:20

Authentication Details

Signer Events Signature Timestamp

SMS Auth:

Transaction: 9eff7f35-a72f-4fd5-b41b-d2c00732e17b

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 27-Jul-2023 | 16:18 Phone: +1 513-328-1851

Electronic Record and Signature Disclosure:

Accepted: 27-Jul-2023 | 16:19

ID: 4c1f3aee-5b9a-4269-b048-a3a2044be9e6

Emily Davis

emily.davis@squirepb.com

Security Level: Email, Account Authentication

(None)

In

Completed

Using IP Address: 212.161.29.170

Sent: 28-Jul-2023 | 09:13

Viewed: 28-Jul-2023 | 09:53 Signed: 28-Jul-2023 | 13:40

Electronic Record and Signature Disclosure:

Accepted: 09-Sep-2021 | 16:54

ID: 0b84bc5d-345d-421f-a727-f298a4cf2e94

Editor Delivery Events Status Timestamp

Agent Delivery Events Timestamp Status

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Timestamp Status

DocuSigned by:

Witness Events Timestamp Signature

Clare Wilson

clare@articulatefinance.co.uk

Director

c/o RMY Clements, Stirling House, 71 Francis Road, Signature Adoption: Uploaded Signature Image

Edgbaston, Birmingham, B16 8SP

Witness for Damian Webb

(damian.webb@rsmuk.com)

Security Level:

Electronic Record and Signature Disclosure:

Accepted: 28-Jul-2023 | 09:06

ID: 6b3f9c2e-4f95-4f40-9857-6410dd1ace3a

RECORDED: 09/01/2023

Sent: 28-Jul-2023 | 09:05 Viewed: 28-Jul-2023 | 09:06 Signed: 28-Jul-2023 | 09:13

Using IP Address: 77.103.236.220

Notary Events Signature Timestamp **Envelope Summary Events** Status Timestamps **Envelope Sent** Hashed/Encrypted 27-Jul-2023 | 00:08 Certified Delivered Security Checked 28-Jul-2023 | 09:53 28-Jul-2023 | 13:40 Signing Complete Security Checked Completed Security Checked 28-Jul-2023 | 13:40 **Payment Events** Status Timestamps **Electronic Record and Signature Disclosure**