

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SC - BCP Acquisition Company, LLC		10/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Solo Foods, LLC		
Street Address:	1845 Deming Way,		
City:	Middleton		
State/Country:	WISCONSIN		
Postal Code:	53562		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1049138	SOLO	
Registration Number:	1973444	SOLO	
Registration Number:	0549420	SOLO	
Registration Number:	2672137	SOLO	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927707		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby		
Address Line 1:	60 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	092661.0005		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		
DATE SIGNED:	10/13/2023		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

1. DEFINITIONS

1.1 **ASSIGNOR** means **SC – BCP Acquisition Company, LLC**, a Delaware limited liability company, having a principal place of business at 5315 Dansher Road, Countryside, IL 60525.

1.2 **ASSIGNEE** means **Solo Foods, LLC**, a Delaware limited liability company, having a principal place of business at 1845 Deming Way, Middleton, WI 53562, as well as its successors and/or assigns.

1.3 **MARK** means and includes each and every property identified in the attached Exhibit A that is used as a source designation, including all goodwill, common law rights, and statutory rights in the listed properties.

1.4 **RELATED MARKS** means and includes any and all source designations, including all goodwill, common law rights, and statutory rights therein, incorporating, part of, resulting from, and/or otherwise associated with any source designation listed in Exhibit A.

1.5 **RELATED MARK CASES** means and includes:

a. any and all (whether or not listed in Exhibit A) United States state applications, federal applications, state registrations, federal registrations, common law usage, Trademark Trial and Appeal Board proceedings, other administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or **RELATED MARKS**; and

b. any and all (whether or not listed in Exhibit A) non-United States applications, registrations, common law usage, administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or **RELATED MARKS**.

1.6 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.7 **GEOGRAPHIC SCOPE** means worldwide.

1.8 **EFFECTIVE DATE** means the earliest of the date of first use of the **MARK**, the filing date of the **MARK**, the filing date of the **RELATED MARK CASES**, and the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

2.1 **Intellectual Property.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all rights, title, and interest in and/or to the **MARK**, **RELATED MARKS**, and **RELATED MARK CASES**.

2.2 **Consideration.** The **ASSIGNOR** hereby acknowledges receipt of good, valuable, and sufficient consideration from the **ASSIGNEE** for this assignment.

2.3 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the MARK, RELATED MARKS, and RELATED MARK CASES.

2.4 Infringement, Dilution, and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement, dilution, unfair competition, and/or misappropriation of the MARK, RELATED MARKS, and/or RELATED MARK CASES, whether the infringement, dilution, unfair competition, and/or misappropriation is committed and/or the cause of action therefor comes into existence before, during, or after the EFFECTIVE DATE.

2.5 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement, dilution, unfair competition, and/or misappropriation, including, but not limited to, equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.6 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest

privilege, and/or work product protection of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Issue Registration to Assignee. The ASSIGNOR hereby authorizes and requests that any and all registrations (federal, state, and foreign) concerning the MARK, RELATED MARKS, and/or RELATED MARK CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the federal and state courts of Indiana located in Marion County in connection with any dispute arising under the assignment.

6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

ASSIGNOR:

SC – BCP ACQUISITION COMPANY, LLC

Date: October 2, 2023

By:  _____

Name: Tim Novak

Title: President

ASSIGNEE:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

SOLO FOODS, LLC

Date: October 2, 2023

By: _____

Name: Thomas C. Walzer

Title: Vice President

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

ASSIGNOR:

SC – BCP ACQUISITION COMPANY, LLC

Date: October 2, 2023

By: _____

Name: _____

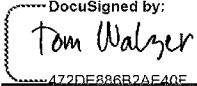
Title: _____

ASSIGNEE:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

SOLO FOODS, LLC

Date: October 2, 2023

By:  _____
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Name: Thomas C. Walzer

Title: Vice President

EXHIBIT A

Trademark	Country Name	Registration Number	Registration Date
SOLO	United States of America	1049138	28-Sep-1976
SOLO	United States of America	1973444	07-May-1996
SOLO & Design	United States of America	549420	16-Oct-1951
SOLO (Stylized)	United States of America	2672137	07-Jan-2003