

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KERRY GROUP SERVICES INTERNATIONAL LIMITED		03/27/2023	Company: IRELAND
RECEIVING PARTY DATA			
Name:	AI CHARLIE IRISH BIDCO LIMITED		
Street Address:	3 DUBLIN LANDINGS, NORTH WALL QUAY		
City:	DUBLIN 1, DUBLIN D01 C4E0		
State/Country:	IRELAND		
Entity Type:	Company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2196696	SPRINKLE KING	
Registration Number:	6622843	SPRINKLE KING	
CORRESPONDENCE DATA			
Fax Number:	2022937860		
<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:	202.293.7060		
Email:	tm@sughrue.com, vmullineaux@sughrue.com		
Correspondent Name:	JODY H. DRAKE/SUGHRUE MION, PLLC		
Address Line 1:	2000 PENNSYLVANIA AVENUE NW		
Address Line 2:	SUITE 9000		
Address Line 4:	WASHINGTON, D.C. 20006		
ATTORNEY DOCKET NUMBER:	D6945		
NAME OF SUBMITTER:	Jody H Drake		
SIGNATURE:	/JHD/		
DATE SIGNED:	10/23/2023		
Total Attachments: 12			
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DATED *27 March* 2023

KERRY GROUP SERVICES INTERNATIONAL LIMITED

and

AI CHARLIE IRISH BIDCO LIMITED

DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY

ARTHUR COX

THIS DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY is made on *27 March* 2023

BETWEEN:

- (1) **KERRY GROUP SERVICES INTERNATIONAL LIMITED**, a company incorporated in Ireland under registration number 513657 having its registered office at Prince's Street, Tralee, Co. Kerry (the "Assignor"); and
- (2) **AI CHARLIE IRISH BIDCO LIMITED**, a company incorporated in Ireland under registration number 731708 and having its registered office at 3 Dublin Landings, North Wall Quay, Dublin 1, Dublin, D01 C4E6, Ireland (the "Assignee");

(each a "Party" and together the "Parties").

BACKGROUND

- (A) The Assignor owns the Transferred IP (as defined below).
- (B) Pursuant to the Sale and Purchase Agreement, dated 8 March 2023, between Kerry Group PLC and AI TIRAMISU (LUXEMBOURG) MIDCO 4 S.À.R.L and Designated Sellers and Designated Buyers (each as defined therein) (the "Sale and Purchase Agreement"), the parties thereto agreed to cause the Assignor to transfer all right, title and interest in and to the Transferred IP to the Assignee.
- (B) Pursuant to this Deed, the Assignor has agreed to assign to the Assignee, with effect from the Effective Date, all of the Assignor's right, title, and interest in and to such Transferred IP, on the terms set out in this Deed.

AGREED TERMS

1. INTERPRETATION

1.1 Capitalised terms used in this Deed, which are not defined in this Deed, shall have the meaning set out in the Sale and Purchase Agreement. Unless otherwise specified, in this Deed the following words and expressions have the following meanings:

"Assigned Rights" means all of the Assignor's right, title and interest (including all Intellectual Property Rights), as of the Effective Date, in, to, or under, the Transferred IP, excluding the Excluded IPRs;

"Business Day" a day other than a Saturday or Sunday on which banks are ordinarily open for the transaction of normal banking business in London and Dublin;

"Effective Date" means the date of Completion of the Sale and Purchase Agreement;

"Intellectual Property Rights" means all intellectual property rights, including all right, title and interest in copyrights (including without limitation, rights in computer software), patents, (including supplementary protection certificates and divisionals), utility models, trade marks, trade names, service marks, logos, getup, business names (including without limitation, social media handlings), designs, design rights, domain names and other internet keywords or online identifiers, methods, models, solutions, processes, procedures, work-arounds, technology, tools, copyright, copyright works and copyright in computer software and databases), databases and database rights, semi-conductor topography rights, plant variety rights, rights in undisclosed or confidential information and knowledge (such as inventions, the Process IP and Know-

how, secret formulae and process, marketing information and lists of customers and suppliers, trade secrets (in each case whether patentable or not), Social Media and Communication Accounts, rights under any unfair competition, rights protecting goodwill and reputation, and all other intellectual and industrial property and rights of a similar or corresponding nature, which may now or in the future subsist in any part of the world whether registered or not, or capable of registration or not, and including all applications for, and continuations, divisionals, re-filings, re-issues, registration and extensions of any of the foregoing rights and all rights 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 and unfair competition) arising from any of the foregoing rights, all rights to claim priority in such rights, and **"Intellectual Property"** shall have the same meaning;

"Process IP and Know-how" means, in each case, to the extent solely and exclusively applicable to the processes set out in Schedule 1 herein, held in any form, including, in each case to the extent applicable, all know-how, trade secrets and confidential information, including secret processes or formulae or other secret information concerning industrial, commercial or scientific experience in any form (including paper, electronically stored data or other storage media), design drawings, prototype models, recipes, specifications, formulae, test results or reports, project reports and testing procedures, manufacturing processes, manufacturing technology manuals, systems or techniques, discoveries, data formulae, component lists, information relating to the working of any product, process, invention, improvement or development, instruction and training manuals, instructions, manufacturing technology manuals, brochures, catalogues, processes descriptions, information relating to research and development and any information derived from any of them and all other technical information and materials; and

"Social Media and Communication Accounts" means:

- (a) the social media used in connection with the Trade Marks comprised of pages or accounts that are operated through <https://www.facebook.com/ravifruit/> and <https://www.instagram.com/ravifruit/>; and
- (b) any other online services, mobile applications and any other online accounts which solely operate under the Trade Marks;

"Trade Marks" means the trade marks, logos, get-up, trade dress, (whether registered or unregistered) included within the Transferred IP and set out in the Schedule;

"Transferred IP" shall mean all of the right, title and interest in and to

- (a) the registered Intellectual Property Rights which are owned by the Assignor and set out in Part 1 of the Schedule;
- (b) the unregistered Intellectual Property Rights which are owned by the Assignor and set out in Part 2 of the Schedule; and
- (c) all (other) registered and unregistered Intellectual Property Rights which on the Completion Date are owned by the Assignor and exclusively used or held for the Sweet Business excluding Excluded IPRs;

together with (i) the goodwill symbolized thereby and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the

world, including, without limitation, all of the Assignor's rights to: (x) apply for and maintain all registrations, renewals and/or extensions thereof, (y) bring actions and recover damages for past, present and future infringement or other violation thereof and (z) grant licences or other interests therein.

1.2 In this Deed, unless the context otherwise requires:

- (a) a reference to:
 - (i) any Party includes its successors in title and permitted assigns;
 - (ii) a "company" shall be construed so as to include any company, corporation or body corporate, wherever and however incorporated or established;
 - (iii) a Clause, unless otherwise specified, is a reference to a Clause of this Deed;
 - (iv) the singular include the plural and vice versa and references to one gender includes all genders;
 - (v) "day" shall mean a period of twenty-four (24) hours running from midnight to midnight;
 - (vi) times are to time in Ireland; and
 - (vii) this Deed and any other document referred to in this Deed is a reference to this Deed or that document as amended, varied, novated or supplemented at any time.
- (b) any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The headings in this Deed are inserted for convenience only. They are to be ignored in the interpretation of this Deed.

2. ASSIGNMENT

2.1 In consideration of the payment by the Assignee to the Assignor of the sum of EUR 1 (receipt and sufficiency of which the Assignor hereby acknowledges), the Assignor shall assign and hereby assigns, transfers and conveys to the Assignee, its successors and transferees absolutely, with effect from the Effective Date, the Assigned Rights free from Encumbrances, including all statutory and common law rights and goodwill therein, and any and all renewals, reversions, revivals and extensions, wherever in the world, together with all the rights of action, powers and benefits accruing or arising from the Assigned Rights, and all other rights of whatever nature in and to the Transferred IP, whether now known or in the future created to which the Assignor is now, or may at any time after the date of this Deed, hold or be entitled to by virtue of, or pursuant to, any of the laws in force in any part of the world, including the right to bring, make, oppose, defend, appeal (and/or to obtain relief in respect of) any proceedings, claims or actions for infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on or after the Effective Date and other remedies in respect of any past or future infringements or violations of such rights (including the right to retain any damages recovered).

- 2.2 The Assignor hereby irrevocably acknowledges and agrees that it shall not have any right, title or interest in or to the Assigned Rights following the Effective Date.
- 2.3 For the avoidance of doubt, but subject to the Sale and Purchase Agreement, no Intellectual Property Rights owned by the Assignor, whether before, on or after the Effective Date, shall be assigned to the Assignee hereunder, save for the Assigned Rights as set out in Clause 2.1.
- 2.4 To the extent that the Assignor cannot assign any of the Assigned Rights to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be irrevocably and unconditionally waived by the Assignor and shall not be exercised against the Assignee or its successors in title.

3. WARRANTIES

- 3.1 The Assignor hereby warrants as of the Effective Date that:
- (a) it has full capacity and authority to enter into and to perform this Deed;
 - (b) this Deed is executed by a duly authorised representative of the Assignor;
 - (c) once duly executed, this Deed will constitute its legal, valid and binding obligations; and
 - (d) it is not subject to a petition for relief under any corporate insolvency legislation, it has not made an assignment for the benefit of creditors, it is not subject to the appointment of a receiver for all or a substantial part of its assets, and it is not contemplating taking or becoming subject to any of the foregoing.
- 3.2 Without prejudice to Clause 16 and Schedule 6 of the Sale and Purchase Agreement, the warranties in Clause 3.1 are in lieu of all other conditions, warranties, representations or other terms of any kind concerning the Assigned Rights, whether express or implied or which might otherwise be incorporated into this Deed or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

4. FURTHER ASSURANCE

- 4.1 The Assignor shall, at no additional charge, as required or deemed appropriate by the Assignee and at the cost and expense of the Assignor, now or at any time in the future, promptly execute (or procure the execution of) all such documents, deliver (or procure the delivery of) all further documents, and do all such other acts or things (or procure the performance of such other acts or things) as may be necessary or desirable to give full effect to this Deed and secure to the Assignee the full benefit of Assigned Rights.
- 4.2 The Assignee shall be responsible for submitting all necessary filings in the relevant registries to record the change of proprietor of any of the registered Intellectual Property Rights comprised within the Assigned Rights. Any disclosure of the terms of this Deed as part of such filings will be limited to extracts of the Deed necessary to effect such filings.

5. NOTICES

- 5.1 A notice or other communication given under or in connection with this Deed must be in writing, in the English language, and sent by a Permitted Method to the Notified Address.
- 5.2 The **Permitted Method** means any of the methods set out in column (1) below. A notice given by the Permitted Method will be deemed to be given and received on the date set out in column (2) below.

(1) Permitted Method	(2) Date on which notice deemed given and received
Personal delivery	When left at the Notified Address if left before 5pm on a Business Day, and otherwise on the next Business Day
E-mail	When sent if sent before 5pm on a Business Day, and otherwise on the next Business Day (unless the sender receives an automated notification of non-delivery or rejection by the recipient's e-mail server, in which case the notice shall be deemed not to have been given or received)

- 5.3 The **Notified Address** of each of the Parties is as set out below:

Name of Party	Address	E-mail address	Marked for the attention of:
Assignee	c/o Al Tiramisu (Luxembourg) Mideo 4 SARL 2-4 rue Beck, L-1222 Luxembourg	FCastraghi@AdventInternational.it Copy (which shall not constitute notice) to: HDrury@adventinternational.co.uk	Francesco Castraghi Copy (which shall not constitute notice) to:
	Copy (which shall not constitute notice) to: Advent International Ltd 160 Victoria Street London SW1E 5LB and Weil, Gotshal & Manges (London) LLP 110 Fetter Lane London EC4A 1AY	and Marco.Compagnoni@weil.com	Helena Drury and Marco Compagnoni

Name of Party	Address	E-mail address	Marked for the attention of:
Assignor	Prince's Street, Tralee, Co. Kerry, V92 EH11, Ireland	ronan.deasy@kerry.ie allanb.oconnor@kerry.ie	Ronan Deasy Allan O'Connor (Legal)
	Copy (which shall not constitute notice) to: Norton Rose Fulbright LLP, 3 More London Riverside, London, SE1 2AQ, United Kingdom	Copy (which shall not constitute notice) to: jon.perry@nortonrosefulbright.com	Copy (which shall not constitute notice) to Jon Perry

or such other Notified Address as either Party may, by notice to the other, substitute for its Notified Address set out above.

6. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. LIABILITY

Save as set out in the Sale and Purchase Agreement, each Party acknowledges that, in entering into this Deed, it has not relied on, and shall have no right or remedy in respect of, any statement, promise, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Deed or the Sale and Purchase Agreement.

8. VARIATION

This Deed may only be varied in writing (excluding electronic methods of writing) signed by each of the Parties.

9. SEVERANCE

9.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

9.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

11. **GOVERNING LAW AND JURISDICTION**

11.1 **Governing Law**

This Deed and any obligations arising out of or in connection with it are governed by the laws of Ireland.






11.2 **Jurisdiction**

The Parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland in relation to all matters arising out of or in connection with this Deed.

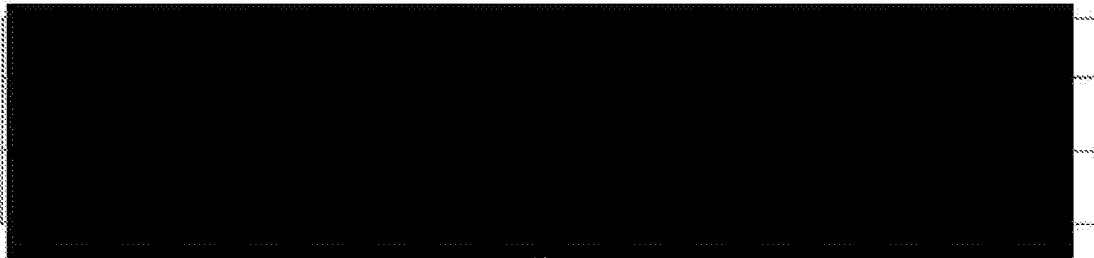
**SCHEDULE
TRANSFERRED IP**

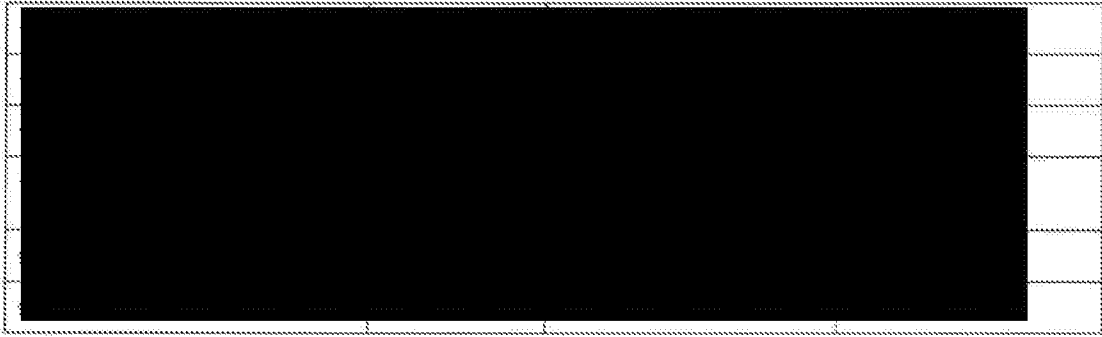
Part 1 – Registered Intellectual Property Rights

Trade marks

Trade mark	Device (if applicable)	Jurisdiction	Registration No.	Class
SPRINKLE KING and Design		Mexico	1955676	30
SPRINKLE KING SIMPLY SPRINKLES and Design		Mexico	1955677	30
SPRINKLE KING		USA	2198898	30
SPRINKLE KING and Design		USA	6622543	30
SPRINKLE KING SIMPLY SPRINKLES and Design		Canada	TMA1082060	30
SPRINKLE KING and Design		Canada	TMA1082079	30

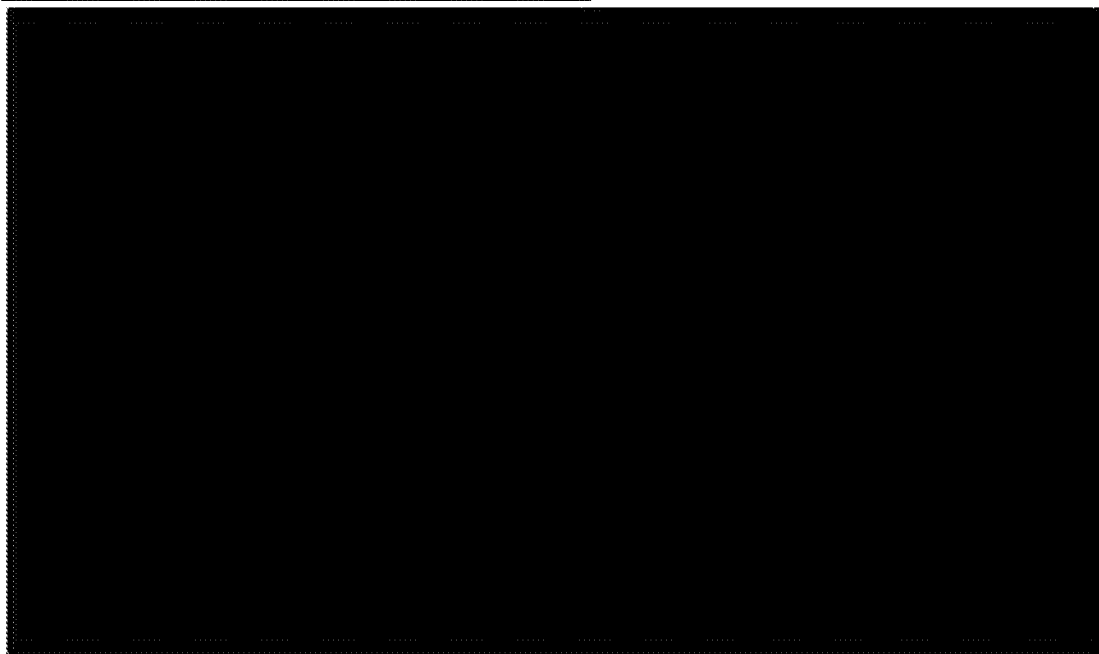
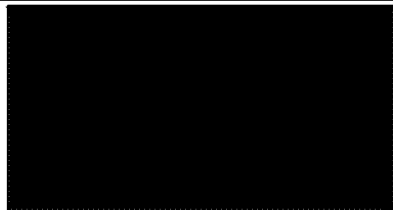
Patents





Domain names: [Redacted]

Part 2 – Unregistered Intellectual Property Rights



DK-860478 (S7-ee)

IN WITNESS WHEREOF the Parties hereto have caused this Deed of Assignment of Intellectual Property to be executed and delivered as a deed on the date first written above.

GIVEN under the common seal of
KERRY GROUP SERVICES
INTERNATIONAL LIMITED
and DELIVERED as a DEED:

[Handwritten Signature]
Director
[Handwritten Signature]
Director
~~Person duly authorized by the board~~

EXECUTED AND DELIVERED as a DEED
for and on behalf of AI CHARLIE IRISH
BIDCO LIMITED
by its lawfully appointed attorney
in the presence of:

.....
Andrew Collier

.....
(Witness' Signature)

.....
(Witness' Name)

.....
(Witness' Address)


.....
(Witness' Occupation)

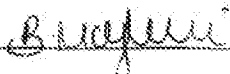
[Signature Page to Deed of Assignment of Intellectual Property]

IN WITNESS WHEREOF the Parties hereto have caused this Deed of Assignment of Intellectual Property to be executed and delivered as a deed on the date first written above.

GIVEN under the common seal of
KERRY GROUP SERVICES Director
INTERNATIONAL LIMITED
and DELIVERED as a DEED:
Director/Secretary/
Person duly authorised by the board

EXECUTED AND DELIVERED as a DEED
for and on behalf of AI CHARLIE IRISH
BIDCO LIMITED
by its lawfully appointed attorney
in the presence of:


.....
Andrew Collier


.....
(Witness' Signature)

BIANCA MCLAUGHLIN
(Witness' Name)

3 DUBLIN LANNINGS, NWQ, DUBLIN
(Witness' Address)

SOLICITOR
(Witness' Occupation)

{Signature Page to Deed of Assignment of Intellectual Property}