

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849274

<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>
Foster Dairy Farms		10/26/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crystal Creamery, Inc.		
<b>Street Address:</b>	529 Kansas Avenue		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95351		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6095878	CRYSTAL CREAMERY SINCE 1901	
<b>Registration Number:</b>	6095661	CRYSTAL CREAMERY	
<b>Registration Number:</b>	4447259	HUMBOLDT CREAMERY	
<b>Registration Number:</b>	2290973	ARCTIC ICE CREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5594325620		
<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>	5594325400		
<b>Email:</b>	ecole@bakermanock.com		
<b>Correspondent Name:</b>	Eric C. Cole		
<b>Address Line 1:</b>	5260 N Palm Ave., Ste. 201		
<b>Address Line 2:</b>	Baker Manock & Jensen		
<b>Address Line 4:</b>	Fresno, CALIFORNIA 93704		
<b>NAME OF SUBMITTER:</b>	Eric C. Cole		
<b>SIGNATURE:</b>	/Eric C Cole 5400/		
<b>DATE SIGNED:</b>	10/27/2023		
<b>Total Attachments: 7</b>			
source=91660.0167 - ASSIGNMENT OF TRADEMARKS (10.26.23)(3379679.1)#page1.tif			
source=91660.0167 - ASSIGNMENT OF TRADEMARKS (10.26.23)(3379679.1)#page2.tif			

OP \$115.00 6095878

source=91660.0167 - ASSIGNMENT OF TRADEMARKS (10.26.23)(3379679.1)#page3.tif

source=91660.0167 - ASSIGNMENT OF TRADEMARKS (10.26.23)(3379679.1)#page4.tif

source=91660.0167 - ASSIGNMENT OF TRADEMARKS (10.26.23)(3379679.1)#page5.tif

source=91660.0167 - ASSIGNMENT OF TRADEMARKS (10.26.23)(3379679.1)#page6.tif

source=91660.0167 - ASSIGNMENT OF TRADEMARKS (10.26.23)(3379679.1)#page7.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made this October 26, 2023, by FOSTER DAIRY FARMS, a California corporation ("Assignor"), to and for the benefit of CRYSTAL CREAMERY, INC., a California corporation ("Assignee").

Whereas Assignor, whose principal office is located at 529 Kansas Avenue, Modesto, California 95351, owns the trademarks described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Trademarks");

Whereas Assignee, whose principal office is located at 529 Kansas Avenue, Modesto, California 95351 ("Assignee"), desires to acquire the Trademarks together with any goodwill symbolized or associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, together with any goodwill symbolized or associated with the Trademarks, and all claims and causes of action for any current or past infringements of the Trademarks and the rights to recover and retain all damages and/or other relief in connection with such claims and causes of action.
2. Recordation. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, record the transfer of the Trademarks in the United States Patent and Trademark Office and/or in any other applicable agency or governmental entity in any state or country in the world.
3. Further Assurances. Assignor shall, from time to time at the request of the Assignee, without any additional consideration, furnish Assignee such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and

take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Assignment and give effect to the assignment contemplated hereby, including to record the assignment before the United States Patent and Trademark Office or similar offices in other jurisdictions.

4. Governing Law. This Assignment and its interpretation, its construction and the remedies for its enforcement or breach (all matters arising out of or in connection with it) shall be governed by the laws of the State of Delaware, United States of America, without regard to any conflict of laws rule or principle that would require or permit the application of the laws of any other jurisdiction.

5. Amendment, Modification and Waiver. This Assignment may not be modified, amended or terminated except by written agreement specifically referring to this Assignment and signed by the parties. No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

6. Severability. In the event that one or more provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment.

7. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Entire Agreement. This Assignment constitutes and contains the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all

prior agreements, negotiations, correspondence, understandings, or communications among the parties, whether written or oral, applicable hereto with respect to such matter.

[Signature page follows.]

This Assignment is executed as of the date stated at the top of the first page.

"Assignor"

"Assignee"

FOSTER DAIRY FARMS, a California corporation

CRYSTAL CREAMERY, INC., a California corporation

By: [Signature]  
Title: President/CEO

By: [Signature]  
Title: President/CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*see attached*

Signature \_\_\_\_\_

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

s.s.

On October 26, 2023 before me, Daniel E. Pantoja-Venegas

Notary or Notary Public Title

personally appeared Dennis Paul Roberts

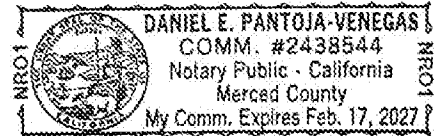
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Daniel E. Pantoja-Venegas  
Signature of Notary Public

Notary

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthored document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Being Represented

Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other:	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
 County of Stanislaus } s.s.

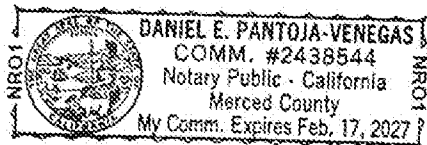
On October 26, 2023 before me, Daniel E. Pantoja-Venegas  
Name of Notary Public, Title

personally appeared Dennis Paul Roberts  
Name of Signer (S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Daniel E. Pantoja-Venegas  
Signature of Notary Public

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and replacement of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name of Person(s) Entitled to Signer's Representing

Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	



**EXHIBIT "A"**

**The Trademarks**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
CRYSTAL CREAMERY SINCE 1901	U.S.	6,095,878	07/07/2020
CRYSTAL CREAMERY	U.S.	6,095,661	07/07/2020
HUMBOLDT CREAMERY	U.S.	4,447,259	12/10/2013
ARCTIC ICE CREAM	U.S.	2,290,973	11/09/1999
CRYSTAL CREAMERY	California	02003983	12/16/2019
CRYSTAL CREAMERY	Mexico	2071220	01/09/2020

[Signature page to Assignment of Trademarks]

4892-6118-8234v.2

**RECORDED: 10/27/2023**

**TRADEMARK  
REEL: 008240 FRAME: 0938**