

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/30/2023

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kellogg North America Company		10/27/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WK Kellogg North America LLC
Street Address:	One Kellogg Square
City:	Battle Creek
State/Country:	MICHIGAN
Postal Code:	49016
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3187075	ALL-BRAN
Registration Number:	0964779	ALL-BRAN
Registration Number:	0817917	APPLE JACKS
Registration Number:	4403566	APPLE JACKS
Registration Number:	5879478	APPLE JACKS
Serial Number:	97783938	APPLE JACKS
Registration Number:	3639468	APPLE JACKS
Registration Number:	0767657	BRAN BUDS
Serial Number:	97092310	BUNCH-A-NUTTERS
Registration Number:	0849129	COMPLETE
Registration Number:	1580348	CORN POPS
Registration Number:	1072333	CRACKLIN' OAT BRAN
Registration Number:	1394237	CRISPIX
Registration Number:	2292332	DIG 'EM
Serial Number:	98027602	EAT YOUR MOUTH OFF
Registration Number:	0921229	FROSTED MINI-WHEATS
Serial Number:	97203669	
Registration Number:	1747285	FUN PAK

CH \$1190.00 3187075

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3412127	HONEY SMACKS
Serial Number:	90546763	INSTABÖWLZ
Registration Number:	5740946	JOY BÖL
Registration Number:	5493157	JOYBOL
Registration Number:	5662902	JOYBÖL
Registration Number:	6733630	JUMBO SNAX
Registration Number:	6740885	KELLOGG'S KRAVE
Registration Number:	2899490	KELLOGG'S RAISIN BRAN
Registration Number:	3083384	KELLOGG'S SMORZ
Registration Number:	4995667	KRAVE
Registration Number:	5161354	KRAVE
Serial Number:	98012330	KRAVE
Registration Number:	4995668	KRAVE
Serial Number:	98012365	MINI WHEATS
Registration Number:	1147777	MINI-WHEATS
Registration Number:	3596366	MINI-WHEATS LITTLE BITES
Serial Number:	98027604	MOUTH OFF
Registration Number:	1535621	MUESLIX
Registration Number:	0293727	POPS
Registration Number:	2331098	RAISIN BRAN CRUNCH
Registration Number:	0593086	SMACKS
Registration Number:	1598838	SMACKS
Registration Number:	1555954	SMART START
Registration Number:	5214130	SMORZ
Registration Number:	4324576	
Registration Number:	3534060	
Serial Number:	97818051	TWO SCOOPS!
Registration Number:	0552435	VARIETY
Registration Number:	5985131	W.K. RESERVE

CORRESPONDENCE DATA

Fax Number: 7344184289

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: 7344184288

Email: trademark@honigman.com

Correspondent Name: Julie E. Reitz

Address Line 1: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	200907-537842
NAME OF SUBMITTER:	Julie E. Reitz
SIGNATURE:	/Julie E. Reitz/
DATE SIGNED:	11/30/2023

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of October 27, 2023 (“Signing Date”) with effective date as of July 30, 2023 (“Effective Date”), is made by and between Kellogg North America Company, a Delaware corporation (“Assignor”) and WK Kellogg North America LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in the Contribution Agreement.

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as the Effective Date (“Contribution Agreement”);

WHEREAS, pursuant to the Contribution Agreement, Assignor desires to contribute, assign, transfer, convey and deliver to Assignee, and Assignee desires to receive and accept from Assignor, Assignor’s right, title, and interest in, to, and under each of the Assignor’s registered and applied for trademarks in North America listed on Schedule 1 hereto (the “Trademarks”); and

WHEREAS, Assignee is a successor to that part of Assignor’s business to which the Trademarks pertain, including the goodwill thereto, and that business is ongoing and existing.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives and accepts from Assignor, Assignor’s right, title, and interest in, to and under the Trademarks, including all (i) common law rights in North America and rights of priority with respect to the same in North America, (ii) rights to collect royalties, income, damages or other payments in connection therewith, (iii) rights to sue and recover for past, present, and future infringement, dilution, or other violation of such Trademarks against any person (regardless of whether or not such claims and causes of action have been asserted by Assignor), (iv) the right to claim, retain and recover damages, lost profits and any other remedy in respect of the aforesaid, (v) goodwill in North America associated therewith, and (vi) equivalent rights that, now or hereafter, may be secured under the laws of any jurisdiction in North America, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other jurisdiction, to record Assignee as assignee and owner of the Trademarks.

Section 2. No Modification to Contribution Agreement. This Agreement is intended only to effect the transfer of the Trademarks, including the rights therein as provided in

Section 1 of this Agreement, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Contribution Agreement.

Section 3. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflicts of law provision or rule thereof. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

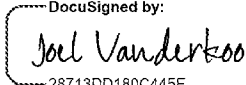
Section 4. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by electronic mail in portable document file (pdf) format, shall be effective as delivery of a manually executed counterpart to this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Signing Date.

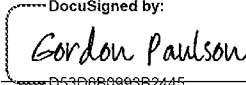
Assignor:

Kellogg North America Company

By:  28713DD180C445E
Name: Joel VanderKooi
Title: Vice President and Treasurer

Assignee:

WK Kellogg North America LLC

By:  D53D688998B2445
Name: Gordon Paulson
Title: Assistant Secretary

Schedule I







Country	Mark Name	Application #	Filing Date	Registration #	Registration Date	Owner Name	Status
UNITED STATES	ALL-BRAN	78/812,500	2/10/2006	3,187,075	12/19/2006	Kellogg North America Company	REGISTERED
UNITED STATES	ALL-BRAN	72/437,312	10/2/1972	964,779	7/24/1973	Kellogg North America Company	REGISTERED
UNITED STATES	APPLE JACKS	72/233,602	11/30/1965	817,917	11/1/1966	Kellogg North America Company	REGISTERED
UNITED STATES	APPLE JACKS	77/823,008	9/9/2009	4,403,566	9/17/2013	Kellogg North America Company	REGISTERED
UNITED STATES	APPLE JACKS	88/367,606	4/2/2019	5,879,478	10/8/2019	Kellogg North America Company	REGISTERED
UNITED STATES	APPLE JACKS	97/783,938	2/7/2023			Kellogg North America Company	PENDING ITU
UNITED STATES	APPLE JACKS & Design (Color)	77/628,309	12/8/2008	3,639,468	6/16/2009	Kellogg North America Company	REGISTERED
UNITED STATES	BRAN BUDS	72/167,006	4/18/1963	767,657	3/31/1964	Kellogg North America Company	REGISTERED
UNITED STATES	BUNCH-A-NUTTERS	97/092,310	10/26/2021			Kellogg North America Company	ALLOWED ITU
UNITED STATES	COMPLETE	72/286,471	12/8/1967	849,129	5/14/1968	Kellogg North America Company	REGISTERED



Country	Mark Name	Application #	Filing Date	Registration #	Registration Date	Exam Name	Status
UNITED STATES	CORN POPS	73/802,924	5/26/1989	1,580,348	1/30/1990	Kellogg North America Company	REGISTERED
UNITED STATES	CRACKLIN' OAT BRAN	73/106,630	11/15/1976	1,072,333	8/30/1977	Kellogg North America Company	REGISTERED
UNITED STATES	CRISPIX	73/481,005	5/18/1984	1,394,237	5/20/1986	Kellogg North America Company	REGISTERED
UNITED STATES	DIG 'EM	75/491,565	5/26/1998	2,292,332	11/16/1999	Kellogg North America Company	REGISTERED
UNITED STATES	EAT YOUR MOUTH OFF	98/027,602	6/5/2023			Kellogg North America Company	PENDING ITU
UNITED STATES	FROSTED MINI-WHEATS	72/364,923	7/10/1970	921,229	9/28/1971	Kellogg North America Company	REGISTERED
UNITED STATES	Frosted Mini-Wheats Character Design	97/203,669	1/5/2022			Kellogg North America Company	ALLOWED ITU
UNITED STATES							
UNITED STATES	FUN PAK	74/066,308	6/6/1990	1,747,285	1/19/1993	Kellogg North America Company	REGISTERED
UNITED STATES	HONEY SMACKS	77/021,287	10/14/2006	3,412,127	4/15/2008	Kellogg North America Company	REGISTERED
UNITED STATES	INSTABOWLZ	90/546,763	2/25/2021			Kellogg North America Company	ALLOWED ITU

Country	Mark Name	Application #	Filing Date	Registration #	Registration Date	Owner Name	Status
UNITED STATES	JOY BOL	87/774,248	1/29/2018	5,740,946	4/30/2019	Kellogg North America Company	REGISTERED
UNITED STATES	JOYBOL	87/323,270	2/3/2017	5,493,157	6/12/2018	Kellogg North America Company	REGISTERED
UNITED STATES	JOYBOL	87/755,039	1/15/2018	5,662,902	1/22/2019	Kellogg North America Company	REGISTERED
UNITED STATES	JUMBO SNAX & Design	97/083,557	10/20/2021	6,733,630	5/24/2022	Kellogg North America Company	REGISTERED
UNITED STATES							
UNITED STATES	KELLOGG'S KRAVE	90/458,803	1/11/2021	6,740,885	5/24/2022	Kellogg North America Company	REGISTERED
UNITED STATES	KELLOGG'S RAISIN BRAN	78/236,590	4/11/2003	2,899,490	11/2/2004	Kellogg North America Company	REGISTERED
UNITED STATES	KELLOGG'S SMORZ	78/172,422	10/9/2002	3,083,384	4/18/2006	Kellogg North America Company	REGISTERED
UNITED STATES	KRAVE	85/962,977	6/18/2013	4,995,667	7/12/2016	Kellogg North America Company	REGISTERED

Country	Mark Name	Application #	Filing Date	Registration #	Registration Date	Owner Name	Status
UNITED STATES	KRAVE	86/019,749	7/25/2013	5,161,354	3/14/2017	Kellogg North America Company	REGISTERED
UNITED STATES	KRAVE	98/012,330	5/24/2023			Kellogg North America Company	PENDING ITU
UNITED STATES	KRAVE (Stylized)	85/962,998	6/18/2013	4,995,668	7/12/2016	Kellogg North America Company	REGISTERED
							
UNITED STATES	MINI WHEATS	98/012,365	5/24/2023			Kellogg North America Company	PENDING ITU
UNITED STATES	MINI WHEATS	73/203,663	2/12/1979	1,147,777	2/24/1981	Kellogg North America Company	REGISTERED
UNITED STATES	MINI WHEATS LITTLE BITES	77/459,323	4/28/2008	3,596,366	3/24/2009	Kellogg North America Company	REGISTERED
UNITED STATES	MOUTH OFF	98/027,604	6/5/2023			Kellogg North America Company	PENDING ITU
UNITED STATES	MUESLIX	73/750,673	9/7/1988	1,535,621	4/18/1989	Kellogg North America Company	REGISTERED
UNITED STATES	POPS	71/315,767	6/11/1931	293,727	5/3/1932	Kellogg North America Company	REGISTERED
UNITED STATES	RAISIN BRAN CRUNCH	75/511,395	6/29/1998	2,331,098	3/21/2000	Kellogg North America Company	REGISTERED
UNITED STATES	SMACKS	71/650,449	7/17/1953	593,086	7/27/1954	Kellogg North America Company	REGISTERED

Country	Mark Image	Application #	Filing Date	Registration #	Registration Date	Owner Name	Status
UNITED STATES		73/826,213	9/18/1989	1,598,838	5/29/1990	Kellogg North America Company	REGISTERED
UNITED STATES		73/744,896	8/8/1988	1,555,954	9/12/1989	Kellogg North America Company	REGISTERED
UNITED STATES		87/222,123	11/1/2016	5,214,130	5/30/2017	Kellogg North America Company	REGISTERED
UNITED STATES		85/784,271	11/20/2012	4,324,576	4/23/2013	Kellogg North America Company	REGISTERED
UNITED STATES		77/467,721	5/7/2008	3,534,060	11/18/2008	Kellogg North America Company	REGISTERED
UNITED STATES		97/818,051	3/1/2023			Kellogg North America Company	PENDING

Country	Mark Name	Application #	Filing Date	Registration #	Registration Date	Owner Name	Status
UNITED STATES	VARIETY	71/570,367	12/11/1948	552,435	12/25/1951	Kellogg North America Company	REGISTERED
UNITED STATES	W.K. RESERVE	87/892,341	4/25/2018	5,985,131	2/11/2020	Kellogg North America Company	REGISTERED

TRADEMARK

REEL: 008273 FRAME: 0630

RECORDED: 11/30/2023