

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/24/2023		
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: 3			
Property Type	Number	Word Mark	
Serial Number:	98110984	AWEMOND	
Serial Number:	97862760	DIG'EM	
Serial Number:	97785532	INSTA-BOWLS	
CORRESPONDENCE DATA			
Fax Number:	7344184289		
<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:	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:	12/05/2023		
Total Attachments: 4			
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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 September 24, 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.

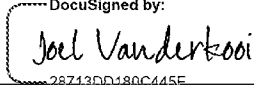
Section 4. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to 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.

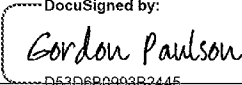
Assignor:

Kellogg North America Company


By: 
28743DD480C445E
Name: Joel VanderKooi
Title: Vice President and Treasurer

Assignee:

WK Kellogg North America LLC

By: 
D63D6B0993B2445
Name: Gordon Paulson
Title: Vice President and Secretary

Schedule I

Country	Mark with Image	Application #	Filing Date	Registration #	Registration Date	Owner Name	Status
UNITED STATES	AWEMOND	98/110,984	8/1/2023			Kellogg North America Company	PENDING ITU
UNITED STATES	DIG'EM & Design (Updated Mark) 	97/862,760	3/29/2023			Kellogg North America Company	PENDING
UNITED STATES	INSTA-BOWLS	97/785,532	2/8/2023			Kellogg North America Company	PENDING