

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858906

<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>
Wonder Brands Inc.		12/04/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rise Baking Company, LLC		
<b>Street Address:</b>	3001 Broadway St., NE		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55413		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3123574	ULTIMATE PLUSH PIPPIN	
<b>Registration Number:</b>	3397181	PLUSH PIPPIN	
<b>Registration Number:</b>	1747286	PLUSH PIPPIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622272		
<b>Email:</b>	carrie.rosenburg@kirkland.com		
<b>Correspondent Name:</b>	Carrie Rosenburg		
<b>Address Line 1:</b>	Kirkland and Ellis		
<b>Address Line 2:</b>	300 N LaSalle		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	45366-8		
<b>NAME OF SUBMITTER:</b>	Carrie Rosenburg		
<b>SIGNATURE:</b>	/Carrie Rosenburg/		
<b>DATE SIGNED:</b>	12/06/2023		
<b>Total Attachments: 5</b>			

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## **TRADEMARK ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is entered into and effective as of December 4, 2023 (the “Effective Date”) by and among Wonder Brands Inc., a corporation existing under the federal laws of Canada (“Assignor”), and Rise Baking Company, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used and not otherwise defined herein have the meanings set forth in that certain Asset Purchase Agreement, dated as of August 27, 2023, by and between Assignor, WB Frozen US, LLC, Assignee, Rise Baking Canada Ltd., a corporation existing under the provincial laws of Ontario, Wonder Brands Holdings Inc., a corporation existing under the laws of Ontario and FGF Brands USA Inc., a Delaware corporation (the “Purchase Agreement”).

WHEREAS, Assignors own certain Intellectual Property;

WHEREAS, pursuant to the Purchase Agreement, Assignors will assign to Assignee, free and clear of all liens and encumbrances, and Assignee wishes to accept from Assignors, all of Assignors’ worldwide right, title and interest in and to the Intellectual Property set forth on Schedule A, including all goodwill associated with or symbolized thereby, and the goodwill of any business carried on in connection therewith, together with all rights of priority and renewals thereof and the right to sue and collect damages for past, present and future infringement thereof (collectively, the “Assigned IP”); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment by Assignor. Assignors, hereby sell, contribute, convey, transfer, assign and deliver to Assignee, and Assignee hereby purchase, acquires, takes possession and delivery of and accepts, the following: (a) all of Assignors’ worldwide right, title and interest in and to the Assigned IP; and (b) any corresponding rights to file federal, state and foreign applications for registration to secure Assignee’s rights in any of the Assigned IP.

2. Assignee’s Use and Enjoyment. All right, title and interest sold, contributed, conveyed, transferred, assigned, or delivered under Section 1 of this Assignment shall be for Assignee’s own use and enjoyment, respectively, and for the use and enjoyment of each of Assignee’s Affiliates, successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

3. Further Assurances; Authorization; Delivery. Assignors shall promptly deliver the Assigned IP to Assignee. Assignors shall from time to time after the delivery of this Assignment, at the request and expense of Assignee, and without further consideration, (i) take all further legal actions, (ii) provide to Assignee and Assignee’s Affiliates, successors, assigns or other legal representatives all such cooperation and assistance that Assignee reasonably may deem appropriate, and (iii) execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, in each case of clauses (i) through (iii) as reasonably necessary to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery of the Assigned IP, including assisting with the prosecution, protection

and enforcement thereof. Assignors hereby authorize and requests the United States Commissioner of Patents and Trademarks and other empowered officials of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable state or foreign country to record Assignee as the owner of all trademark registrations or applications included in the Assigned IP.

4. Power of Attorney. Assignors hereby appoint Assignee and its successors and assigns as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Assigned IP and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing, such power a right coupled with an interest that cannot be revoked.

5. Miscellaneous. This Assignment shall be binding upon Assignors, their successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes. Any claims and causes of action arising with respect to this Assignment shall be governed by and construed in accordance with the laws of Delaware, without regard to the conflicts of law provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

**ASSIGNOR**

Wonder Brands Inc.

DocuSigned by:  
  
By \_\_\_\_\_  
Name: Ojus Ajmera  
Title: Co-Chief Executive Officer

*(Signature Page to Trademark Assignment Agreement)*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

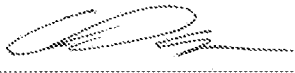
ASSIGNOR

Wonder Brands Inc.

By \_\_\_\_\_  
Name:  
Title:


ASSIGNEE

Rise Baking Company, LLC

By  \_\_\_\_\_  
Name: Chris McCammon  
Title: Chief Financial Officer

**Schedule A**  
**Assigned IP**

Trademarks

Country	Trademark	Owner of Record	Goods/Services	Status	Notes
United States	ULTIMATE PLUSH PIPPIN	WF Bakery Inc.	INT. CL. 30 PIES	Registered	App Date 16-AUG-2005 App No. 78693676 Reg Date 01-AUG-2006 Reg. No. 3123574
United States	PLUSH PIPPIN 	WF Bakery Inc.	INT. CL. 30 PIES	Registered	App Date 20-DEC-2006 App No. 77068504 Reg Date 18-MAR-2008 Reg. No. 3397181
United States	PLUSH PIPPIN	WF Bakery Inc.	INT. CL. 30 PIES AND PASTRIES	Registered	App Date 17-DEC-1990 App No. 74125620 Reg Date 19-JAN-1993 Reg. No. 1747286