

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM870859

<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>
Sargento Foods Inc.		01/01/2024	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sargento Cheese Inc.		
<b>Street Address:</b>	One Persnickety Pl.		
<b>City:</b>	Plymouth		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53073		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85547414	4 STATE CHEDDAR	
<b>Serial Number:</b>	77148834	ARTISAN BLENDS	
<b>Serial Number:</b>	86182369	BALANCED BREAKS	
<b>Serial Number:</b>	87166075	BALANCED BREAKS	
<b>Serial Number:</b>	87184351		
<b>Serial Number:</b>	97280454		
<b>Serial Number:</b>	85982123	CULINARY COMPLEMENTS	
<b>Serial Number:</b>	86803082	CULINARY COMPLEMENTS	
<b>Serial Number:</b>	87088506		
<b>Serial Number:</b>	74702479	DIPPABLES	
<b>Serial Number:</b>	98043695	FIESTA	
<b>Serial Number:</b>	75864422	J.R. DIPPERS	
<b>Serial Number:</b>	76097864	JUST SAY CHEESE	
<b>Serial Number:</b>	73825644	MOOTOWN	
<b>Serial Number:</b>	75533855	MOOTOWN	
<b>Serial Number:</b>	90738120		
<b>Serial Number:</b>	90738117		
<b>Serial Number:</b>	78312744	RECIPE BLENDS	
<b>Serial Number:</b>	75026920	RESTAURANTEAR	

OP \$915.00 85547414

Property Type	Number	Word Mark
Serial Number:	73376716	SARGENTO
Serial Number:	74626975	SARGENTO
Serial Number:	74688738	SARGENTO
Serial Number:	75118450	SARGENTO
Serial Number:	78733799	SARGENTO
Serial Number:	76375645	SARGENTO CHEDDAR
Serial Number:	76381908	SARGENTO LIGHT STRING CHEESE
Serial Number:	76329678	SARGENTO STRING CHEESE
Serial Number:	78980344	SARGENTO
Serial Number:	98048928	
Serial Number:	88934985	
Serial Number:	87504625	
Serial Number:	86535232	ULTRA THIN
Serial Number:	87088515	
Serial Number:	87303238	ULTRA THIN SLICES
Serial Number:	86440005	WE'RE REAL CHEESE PEOPLE
Serial Number:	86979535	WE'RE REAL CHEESE PEOPLE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** (920) 892-5362

**Email:** mary.spurney@sargento.com

**Correspondent Name:** Mary E. Spurney

**Address Line 1:** One Persnickety Pl.

**Address Line 4:** Plymouth, WISCONSIN 53073

<b>NAME OF SUBMITTER:</b>	Mary E. Spurney
<b>SIGNATURE:</b>	/Mary E. Spurney/
<b>DATE SIGNED:</b>	01/24/2024

**Total Attachments: 6**

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Mark	Serial No.	Registration No.	Filing Date
4 STATE CHEDDAR	85/547,414	4231543	02/20/12
ARTISAN BLENDS	77/148,834	3542148	04/04/07
BALANCED BREAKS	86/182,369	4,761,227	02/03/14
BALANCED BREAKS	87/166,075	5,297,999	09/09/16
The mark consists of a three dimensional configuration of a package design comprising a yin and yang design that form the tray of the packaging. The circular shape of the packaging is depicted in broken lines and is not claimed as part of the mark. The yin and yang design is depicted by the solid lines and is a part of the mark.	87/184,351	5,456,272	09/27/16
The mark consists of a burgundy rectangle with a black bar and a yellow arched banner. The color gray is used to represent areas not claimed as a feature of the mark.	97/280,454	7,078,703	02/23/22
CULINARY COMPLEMENTS	85/982,123	4,565,481	11/16/12
CULINARY COMPLEMENTS	86/803,082	5,117,107	10/29/15
The mark consists of a burgundy rectangle with a black bar with a curved edge on the top left side and on the bottom right side appearing on the top third of the mark; the bottom edge of the gray area is a wavy line. The color gray is used to represent transparent areas of the packaging and is not claimed as a feature of the mark.	87/088,506	5,279,301	06/29/16
DIPPABLES	74/702,479	2,143,055	07/13/95
FIESTA	98043695	N/A	06/15/23
J.R. DIPPERS	75/864,422	2,458,614	12/06/99
JUST SAY CHEESE	76/097,864	2,925,532	07/27/00
MOOTOWN	73/825,644	1614067	09/15/89
MOOTOWN	75/533,855	2,253,827	08/10/98
The mark consists of a three-dimensional configuration of food product packaging with a uniquely shaped opening. The shape of the packaging is depicted in solid lines and is claimed as part of the mark. The broken lines depicting the rectangular shape of the box and the back rectangular opening indicate placement of the mark on the goods and are not part of the mark.	90/738,120	6,661,694	05/27/21
Food package containing cheese; snack food combinations containing primarily cheese and including one or more of the following, namely, crackers, dried fruit and nuts; snack food combination package containing primarily cheese and including one or more of the following, namely, crackers, dried fruit and nuts; snack food containing cheese; cheese-based snack foods; cheese	90/738,117	6,661,693	05/27/21
RECIPE BLENDS	78/312,744	2,981,999	10/13/03
RESTAURANTEAR	75/026,920	2,058,388	12/01/95
SARGENTO	73/376,716	1,261,060	07/26/82
SARGENTO	74/626,975	1,982,149	01/30/95
SARGENTO	74/688,738	1,982,445	06/15/95
SARGENTO & DESIGN	75/118,450	2,300,230	06/13/96
The mark consist of the color white in the word "SARGENTO"; the color white in the square underneath the word "SARGENTO" represents a transparent area of the packaging; the color tan appears in the curved lines underneath and above the word "SARGENTO"; the color burgundy appears within the rectangle which forms the packaging of the goods; and the color black appears in the rectangle that forms the background of the word "SARGENTO".	78/733,799	3,687,547	10/14/05
SARGENTO CHEDDAR	76/375,645	2,757,250	02/26/02
SARGENTO LIGHT STRING CHEESE	76/381,908	2726716	03/13/02
SARGENTO STRING CHEESE	76/329,678	2726564	10/25/01
The mark consists of product packaging trade dress for the presentation of cheese and cheese products; namely the configuration consists of a series of stacked curved and rectangular shaped boxes, the second box from the top bears the "SARGENTO" banner with a wavy distinctive line both above and below the word, the fourth and fifth boxes are in are empty and depicted in a curved banner like rectangular shape, only the second rectangular shaped box will contain the "SARGENTO" word.	78/980,344	3,478,342	10/14/05
The mark consists of a three-dimensional configuration of product packaging with a uniquely shaped outer periphery and three compartment peripheries. The shape of the peripheries is depicted in solid lines and is claimed as part of the mark. The broken lines depicting packaging indicate placement of the mark on the goods and are not part of the mark.	98/048,928	N/A	06/19/23
The mark consists of a three dimensional configuration of food product packaging and three triangle shaped food containers therein. The matter shown by the solid lines is part of the mark. The matter shown by the broken lines is not a part of the mark and serves only to show the position of the mark.	88/934,985	6,429,579	05/27/20
The mark consists of a curved ribbon that is wider at the top and gradually narrows, folds over in the center, and gradually widens to the bottom.	87/504,625	5,572,330	06/26/17
ULTRA THIN	86/535,232	4,854,362	02/13/15
The mark consists of a burgundy rectangle with a black bar with a curved edge on the top left side and on the bottom right side appear on the top third of the mark; underneath the black bar is a gray rectangle with a yellow funnel-shaped banner extending down over the gray area; a burgundy curved edge of the rectangle appears at the bottom edge of the gray area. The color gray is used to represent transparent areas of the packaging and is not claimed as a feature of the mark.	87/088,515	5,259,004	06/29/16
The mark consists of the stylized word "ultra" in lower case above the stylized word "thin" in lower case with the word "slices" in all caps vertically to the right of the letter "n" in the word "thin".	87/303,238	5,284,572	01/16/17
WE'RE REAL CHEESE PEOPLE	86/440,005	5,383,124	10/30/14
WE'RE REAL CHEESE PEOPLE	86/979,535	5,024,216	10/30/14

# INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

**1. PARTIES.** This INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT ("IP Assignment and License") dated January 17, 2024, is made by and between Sargento Foods Inc. ("Assignor") and Sargento Cheese Inc. ("Assignee"), the transferee of certain assets of Assignor pursuant to the Contribution, Assignment, and Assumption Agreement between Assignee and Assignor, dated January 1, 2024 (the "Contribution Agreement").

## **2. RECITALS AND PURPOSE.**

2.1 Pursuant to the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment and License, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

2.2 Assignee desires to license the Assigned IP (defined below) back to Assignor and Assignor desire to accept such license.

Accordingly, in consideration of the mutual promises set forth in this IP Assignment and License, the parties covenant and agree to the terms and conditions set forth in the following paragraphs.

**3. ASSIGNMENT.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

3.1 the patents and patent applications set forth on Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

3.2 the trademark registrations and applications set forth on Schedule 2 and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

3.3 all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

3.4 any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

3.5 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and

future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**4. RECORDATION AND FURTHER ACTIONS.** Assignor authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment and License upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

**5. TERMS OF THE CONTRIBUTION AGREEMENT.** The parties acknowledge and agree that this IP Assignment and License is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded by this IP Assignment and License but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

**6. LICENSE GRANT.** Assignee grants to Assignor, and Assignor accepts, a perpetual, world-wide, non-exclusive, transferable, sublicensable, royalty-free, and revocable license to the Assigned IP.

**7. COUNTERPARTS.** This IP Assignment and License may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment and License delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment and License.


**8. SUCCESSORS AND ASSIGNS.** This IP Assignment and License shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**9. GOVERNING LAW.** This IP Assignment and License and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and License and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment and License as of the date first above written.

**SARGENTO FOODS INC.**

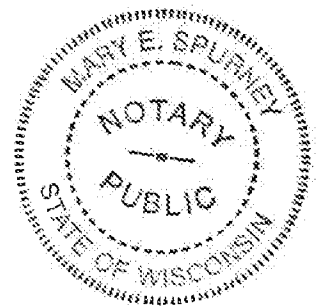
By:   
Name: Chad R. Hamilton  
Title: Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )SS.  
COUNTY OF SHEBOYGAN )

On the 17<sup>th</sup> day of January, 2024, before me personally appeared Chad R. Hamilton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Secretary of Sargento Foods Inc., and acknowledged the instrument to be the free act and deed of Sargento Foods Inc. for the uses and purposes mentioned in the instrument.

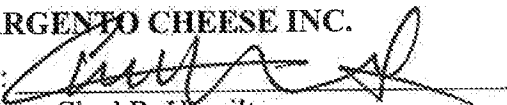
  
Notary Public  
Printed Name: Mary Spurney



My Commission is Permanent.

AGREED TO AND ACCEPTED:

**SARGENTO CHEESE INC.**

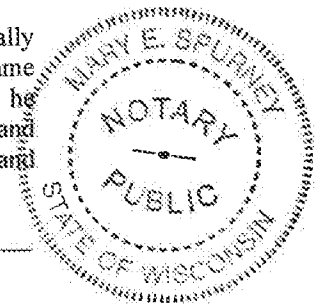
By:   
Name: Chad R. Hamilton  
Title: Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )SS.  
COUNTY OF SHEBOYGAN )

On the 17<sup>th</sup> day of January, 2024 before me personally appeared Chad R. Hamilton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same his authorized capacity as the Secretary of Sargento Cheese Inc., and acknowledged the instrument to be the free act and deed of Sargento Cheese Inc. for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name: Mary Spurney



My Commission is Permanent.

## SCHEDULE 1

### ASSIGNED U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration Number	Registration Date
SARGENTO	1,261,060	December 13, 1983
MOOTOWN	1,614,067	September 18, 1990
SARGENTO	1,982,445	June 25, 1996
SARGENTO	1,982,149	June 25, 1996
RESTAURANTEAR	2,058,388	April 29, 1997
DIPPABLES	2,143,055	March 10, 1998
MOOTOWN	2,253,827	June 15, 1999
SARGENTO	2,300,230	December 14, 1999
J.R. DIPPERS	2,458,614	June 5, 2001
SARGENTO STRING CHEESE	2,726,564	June 17, 2003
SARGENTO LIGHT STRING CHEESE	2,726,716	June 17, 2003
SARGENTO CHEDDAR	2,757,250	August 26, 2003
JUST SAY CHEESE	2,925,532	February 8, 2005
RECIPE BLENDS	2,981,999	August 2, 2005
SARGENTO	3,478,342	July 29, 2008
ARTISAN BLENDS	3,542,148	December 2, 2008
SARGENTO	3,687,547	September 22, 2009
4 STATE CHEDDAR	4,231,543	October 23, 2012
CULINARY COMPLEMENTS	4,565,481	July 8, 2014
BALANCED BREAKS	4,761,227	June 23, 2015
ULTRA THIN	4,854,362	November 17, 2015
WE'RE REAL CHEESE PEOPLE	5,024,216	August 16, 2016
CULINARY COMPLEMENTS	5,117,107	January 10, 2017
Ultra Thin Design	5,259,004	August 8, 2017
Design (General No Text)	5,279,301	September 5, 2017
ULTRA THIN SLICES	5,284,572	September 12, 2017
BALANCED BREAKS	5,297,999	September 26, 2017
WE'RE REAL CHEESE PEOPLE	5,383,124	January 23, 2018
BALANCED BREAKS Design	5,456,272	May 1, 2018
Swoosh Design	5,572,330	September 25, 2018

Logo	6,429,579	July 20, 2021
Paperboard Carton for Cheese and Crackers - Club	6,661,693	March 1, 2022
Paperboard Carton for Cheese and Crackers - C-Store	6,661,694	March 1, 2022
Block Cheese Trade Dress	7,078,703	June 13, 2023

<b>Mark</b>	<b>ITU Status</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
FIESTA	First Use: October 21, 2021	98/043,695	June 15, 2023
Trade Dress	ITU Application	98/048,928	June 19, 2023