

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI32838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/15/2021
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interbake Canada Inc.		02/16/2024	Corporation: CANADA

RECEIVING PARTY DATA

Company Name:	Interbake Foods, LLC
Street Address:	3333 Finley Road, Suite 800
City:	Downers Grove
State/Country:	ILLINOIS
Postal Code:	60515
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	87465193	
Serial Number:	87465223	SMART COOKIES
Serial Number:	87431672	SMART COOKIES POWERED BY ABC BAKERS
Serial Number:	87431665	SMART COOKIES
Serial Number:	87421899	LEMONADES
Serial Number:	85738811	
Serial Number:	77924628	FFV
Serial Number:	77499686	ABC
Serial Number:	78623571	YUKON
Serial Number:	76621485	THANKS-A-LOT
Serial Number:	76532839	GOTTA HAVE
Serial Number:	76250198	INTERBAKE
Serial Number:	75554598	PEANUT BUTTER PATTIES
Serial Number:	75522916	INTERBAKE
Serial Number:	75477911	CARAMEL DELITES
Serial Number:	75079556	SCOOTER CRUNCH
Serial Number:	74530252	INCREDIBLY GREAT

CH \$990.00.00 87465193

Property Type	Number	Word Mark
Serial Number:	74319697	TANGO
Serial Number:	73624518	TROLLEY CAKES
Serial Number:	73374198	FAMOUS FOODS OF VIRGINIA
Serial Number:	77853136	FAST CUP PACKER
Serial Number:	77853145	FCP-24
Serial Number:	77338915	
Serial Number:	77338919	INTERBAKE FOODS
Serial Number:	75542323	SCREWBALL
Serial Number:	75537721	TWO BALL SCREWBALL
Serial Number:	75343358	SNOW STORM
Serial Number:	75198053	NDS
Serial Number:	75198054	NORSE DAIRY SYSTEMS
Serial Number:	75198055	NORSE DAIRY SYSTEMS
Serial Number:	75198056	NDS
Serial Number:	75198057	NORSE DAIRY SYSTEMS
Serial Number:	75198172	NDS
Serial Number:	75198173	NORSE DAIRY SYSTEMS
Serial Number:	75198175	NDS
Serial Number:	74557715	COLOSSO
Serial Number:	74032919	COLOSSO
Serial Number:	73691001	COLOSSO-BOWL
Serial Number:	71678349	SAILOR BOY

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: 3177777932

Email: tyler.droste@gutweinlaw.com,patents@gutweinlaw.com

Correspondent Name: Tyler B. Droste

Address Line 1: 250 Main Street, Suite 590

Address Line 4: Lafayette, INDIANA 47901

NAME OF SUBMITTER: Tyler Droste

SIGNATURE: Tyler Droste

DATE SIGNED: 02/16/2024

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of February 15, 2024, is made by between Interbake Canada Inc., a Canadian Corporation ("**Assignor**"), to Interbake Foods LLC, a Delaware Limited Liability Company ("**Assignee**") located at 3333 Finley Road, Suite 800 , Downers Grove, IL 60515, the purchaser of certain assets of Assignor pursuant to an agreement between Assignee and Assignor, dated as of November 15, 2021 (the "**Agreement**").

WHEREAS, under the terms of the 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, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

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

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

(b) the trademark registrations and applications set forth on Schedule 2 hereto 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) 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;

(d) 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

(e) 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.

2. Recordation and Further Actions. Assignor hereby 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 upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the 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 Agreement shall not be superseded hereby 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 Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This IP Assignment 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 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.

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

6. Governing Law. This IP Assignment 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 the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

Interbake Canada Inc.

By: Roger E. Harris

Name: Roger Harris


Title: Chief Legal Officer



Address for Notices: 3333 Finley Road, Suite
800, Downers Grove, IL 60515

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS


US Trademarks



Trademark	Status	Official Nos.
SAILOR BOY	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 14-DEC-1954 App 71678349 Reg 25-OCT-1955 Reg 0614945
	Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 26-MAY-2017 App 87465193 Reg 26-JUN-2018 Reg 5504534
SMART COOKIES SMART COOKIES	Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 26-MAY-2017 App 87465223 Reg 26-JUN-2018 Reg 5504535
SMART COOKIES POWERED BY ABC BAKERS  <small>Smart+Cookies POWERED BY ABC BAKERS</small>	Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 01-MAY-2017 App 87431672 Reg 26-JUN-2018 Reg 5504424
SMART COOKIES SMART COOKIES	Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 01-MAY-2017 App 87431665 Reg 26-JUN-2018 Reg 5504423




LEMONADES LEMONADES	Registered Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 23-APR-2017 App 87421899 Reg 29-MAY-2018 Reg 5478699
	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 26-SEP-2012 App 85738811 Reg 28-MAY-2013 Reg 4342102
FFV 	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 01-FEB-2010 App 77924628 Reg 31-AUG-2010 Reg 3841231
ABC ABC	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 16-JUN-2008 App 77499686 Reg 27-JAN-2009 Reg 3567197
YUKON	Renewed (Registered) FILED AS USE APPLICATION	App 05-MAY-2005 App 78623571

YUKON	USE APPLICATION - CURRENT	Reg 18-APR-2006 Reg 3082717
THANKS-A-LOT THANKS-A-LOT	Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT	App 19-NOV-2004 App 76621485 Reg 26-JUN-2007 Reg 3256806
GOTTA HAVE	Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT	App 15-JUL-2003 App 76532839 Reg 26-JUL-2005 Reg 2977550
INTERBAKE	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 03-MAY-2001 App 76250198 Reg 12-MAR-2002 Reg 2547136
PEANUT BUTTER PATTIES	Renewed (Registered) Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 17-SEP-1998 App 75554598 Reg 18-JAN-2000 Reg 2308879
INTERBAKE	Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT	App 21-JUL-1998 App 75522916 Reg 11-DEC-2001 Reg 2517824

CAMEL DELITES	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 01-MAY-1998 App 75477911 Reg 15-FEB-2000 Reg 2317949
SCOOTER CRUNCH	Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT	App 27-MAR-1996 App 75079556 Reg 18-NOV-1997 Reg 2114709
INCREDIBLY GREAT	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 27-MAY-1994 App 74530252 Reg 04-JUL-1995 Reg 1902908
TANGO	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 05-OCT-1992 App 74319697 Reg 07-SEP-1993 Reg 1791782
TROLLEY CAKES	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 06-OCT-1986 App 73624518 Reg 01-AUG-1989 Reg 1550358
FAMOUS FOODS OF VIRGINIA	Renewed (Registered) Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 12-JUL-1982 App 73374198 Reg 27-SEP-1983 Reg 1252383

FAST CUP PACKER FAST CUP PACKER	Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 20-OCT-2009 App 77853136 Reg 15-JAN-2013 Reg 4276079
FCP-24 FCP-24	Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 20-OCT-2009 App 77853145 Reg 01-JAN-2013 Reg 4268560
	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 28-NOV-2007 App 77338915 Reg 15-JUL-2008 Reg 3467404
INTERBAKE FOODS INTERBAKE FOODS	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 28-NOV-2007 App 77338919 Reg 15-JUL-2008 Reg 3467405
SCREWBALL	Renewed (Registered) CANCELLED SECTION 8 IN INT. CL. 6. ONLY O.G. 7-22-2008 Intent to Use - Filed USE APPLICATION - CURRENT	App 25-AUG-1998 App 75542323 Reg 18-JUN-2002 Reg 2582621

TWO BALL SCREWBALL	Renewed (Registered) CANCELLED SECTION 8 IN INT. CL. 6. ONLY O.G. 7-22-2008 Intent to Use - Filed USE APPLICATION - CURRENT	App 17-AUG-1998 App 75537721 Reg 18-JUN-2002 Reg 2582616
SNOW STORM 	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 19-AUG-1997 App 75343358 Reg 30-JUN-1998 Reg 2169720
NDS 	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 14-NOV-1996 App 75198053 Reg 19-MAY-1998 Reg 2158345
NORSE DAIRY SYSTEMS	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 14-NOV-1996 App 75198054 Reg 24-MAR-1998 Reg 2146000
NORSE DAIRY SYSTEMS	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 14-NOV-1996 App 75198055 Reg 12-MAY-1998 Reg 2156312

<p>NDS</p> 	<p>Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>	<p>App 14-NOV-1996 App 75198056 Reg 31-MAR-1998 Reg 2147313</p>
<p>NORSE DAIRY SYSTEMS</p>	<p>Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>	<p>App 14-NOV-1996 App 75198057 Reg 07-APR-1998 Reg 2148918</p>
<p>NDS</p> 	<p>Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>	<p>App 14-NOV-1996 App 75198172 Reg 24-MAR-1998 Reg 2146003</p>
<p>NORSE DAIRY SYSTEMS</p>	<p>Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>	<p>App 14-NOV-1996 App 75198173 Reg 17-MAR-1998 Reg 2144263</p>
<p>NDS</p> 	<p>Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>	<p>App 14-NOV-1996 App 75198175 Reg 31-MAR-1998 Reg 2147314</p>
<p>COLOSSO</p>	<p>Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT</p>	<p>App 05-AUG-1994 App 74557715 Reg 06-AUG-1996 Reg 1991884</p>

COLOSSO	Renewed (Registered) INTENT TO USE APPLICATION Intent to Use - Filed USE APPLICATION - CURRENT	App 26-FEB-1990 App 74032919 Reg 09-JUN-1992 Reg 1693371
COLOSSO-BOWL	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 22-OCT-1987 App 73691001 Reg 04-OCT-1988 Reg 1507411