

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM152481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hanan Products Company Inc.		02/23/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Rich Products Corporation		
Street Address:	One Robert Rich Way		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14213		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	75068929	HANAN'S	
Serial Number:	87697557	HANAN'S TRES 'LICIOUS	
Serial Number:	75068933	HPT	
Serial Number:	75800945		
Serial Number:	75068932	TASTY WHIP	
Serial Number:	75339961	TOP 'N FIL	
Serial Number:	75068931	WHIP DEELITE	
Serial Number:	98416961	HANAN'S	
Serial Number:	98416966	HANAN'S	
CORRESPONDENCE DATA			
Fax Number:	3122220818		
<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:	3125965867		
Email:	chiipdocket@michaelbest.com,dsternig@michaelbest.com		
Correspondent Name:	Christine A. Filarski		
Address Line 1:	Michael Best & Friedrich LLP		
Address Line 2:	444 W. Lake Street, Suite 3200		
Address Line 4:	Chicago, ILLINOIS 6060		
ATTORNEY DOCKET NUMBER:	213102-0058		

OP \$240.00.00 75068929

NAME OF SUBMITTER:	DAWN TERNIG
SIGNATURE:	DAWN TERNIG
DATE SIGNED:	02/26/2024

Total Attachments: 20

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of February 23, 2024, is made between Hanan Products Company Inc. (“**Seller**”), a New York corporation, and Rich Products Corporation (“**Buyer**”), a Delaware corporation company, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller on February 23, 2024 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment to Buyer;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest throughout the world in and to the following: (a) the trademarks, service marks, brands, logos, and other similar indicia of source or origin listed on Schedule 1 hereto and all registrations, applications for registration, issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, any and all of the foregoing ; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) 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 (d) 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.** Seller agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and applications and registrations therefor listed on attached Schedule 1 as Buyer may deem necessary or expedient, (ii) all papers in connection with any legal or other proceedings throughout the world to maintain, protect, or enforce, or otherwise relating to, the trademarks and applications and registrations therefor listed on attached Schedule 1, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and applications and registrations therefor listed on attached Schedule 1; (b) to cooperate with Buyer at Buyer’s expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at Buyer’s expense to perform all other affirmative acts which in Buyer’s reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and applications and registrations therefor listed on attached Schedule 1. These obligations of assistance by Seller shall continue for so long as Buyer may require such assistance from Seller. Seller hereby grants to the law firm of Michael Best & Friedrich LLP, 444 West Lake Street, Suite 3200, Chicago, IL, 60606 USA authority and power to insert on this

instrument any further information which may be necessary or desirable for identifying any of the trademarks and applications and registrations therefor listed on attached Schedule 1 for purposes of recordation in the United States Patent and Trademark Office or in the trademark offices of any foreign countries.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 between this Trademark Assignment and Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

[signature page to follow]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by authorized representatives of Buyer and Seller effective as of the date set forth above.

Hanan Products Company, Inc.

(Seller)

By: [Signature]
Name: FRANCIS D. HANAN
Title: PRESIDENT

State of New York
County of Nassau

This instrument was acknowledged before me on February 26, 2024 by Frank Hanan as an officer of Hanan Products Company, Inc.

[Signature]
Signature of Notary Public

(Seal)

JOHN W. BAUER III
Notary Public - State of New York
No. 01BA6295008
Qualified in Suffolk County
My Commission Expires 01/13/2026

Rich Products Corporation

(Buyer)

By: [Signature]
Name: WILLIAM GRISHOBER JR.
Title: SENIOR VICE PRESIDENT

State of NEW YORK
County of ERIE

This instrument was acknowledged before me on February 26, 2024 by William E. Grishober, Jr. as an officer of Rich Products Corporation.



[Signature]
Signature of Notary Public

(Seal)

ERICA R FRANK
NOTARY PUBLIC - STATE OF NEW YORK
No. 01FR6117391
Qualified in Erie County


Schedule 1

ISSUED U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>CLASS/ES) / GOODS & SERVICES</u>	<u>SERIAL NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
 HANAN'S (& DESIGN)	29 - Whipped dairy-based topping	75/068,929 2,032,254	3/7/1996 1/21/1997	Renewal due 1/21/2027	1498-3
HANAN'S TRES 'LICIOUS	30 - Latin cake dessert mix	87/697,557 6,136,682	11/27/2017 8/25/2020	8&15 due 8/25/2026 Renewal due 8/25/2030	1498-12
HPT	29 - Whipped dairy topping used in baking and in the preparation of desserts	75/068,933 2,032,255	3/7/1996 1/21/1997	Renewal due 1/21/2027	1498-4
MISC. DESIGN 	29 - Whipped dairy-based topping	75/800,945 2,360,391	9/16/1999 6/20/2000	Renewal due 6/20/2030	1498-8
TASTY WHIP	29 - Whipped dairy-based topping	75/068,932 2,085,507	3/7/1996 8/5/1997	Renewal due 8/5/2027	1498-6

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	75/339,961 2,243,704	75/339,961 2,243,704	8/12/1997 5/4/1999	Renewal due 5/4/2029	1498-7
WHIP DEELITE	29 - Non-dairy based whipped topping base used in cooking, baking and preparation of desserts	75/068,931 2,066,682	75/068,931 2,066,682	3/7/1996 6/3/1997	Renewal due 6/3/2027	1498-5

U.S. Applications

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
HANAN'S 	Class 29 - Dairy whipped toppings, non-dairy whipped toppings, vegan whipped toppings, dairy icings; pre-whipped dairy icings; dairy dessert mixes; coffee creamers; vegan and non-dairy coffee creamers Class 30 - Icings; ready-to whip icings; non-dairy icings; vegan and non-dairy dessert mixes for soft serve Class 29 - Dairy whipped toppings, non-dairy whipped toppings, vegan whipped toppings, dairy icings; pre-whipped dairy icings; dairy dessert mixes; coffee creamers; vegan and non-dairy coffee creamers Class 30 - Icings; ready-to whip icings; non-dairy icings; vegan and non-dairy dessert mixes for soft serve	98/416,961	February 22, 2024	Pending U.S. application based on use in commerce.
		98/416,966	February 22, 2024	Pending U.S. application based on use in commerce.

**FOREIGN TRADEMARK APPLICATIONS
AND REGISTRATIONS BY COUNTRY**

BES ISLANDS

(Bonaire, Sint Eustatius, and Saba)

<u>MARK</u>	<u>CLASS/ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil (see Int'l Reg. listing for all countries)	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	A0119164 1652370	2/8/2022 2/8/2022	Renewal due 2/8/2032	1498-16 Int'l

BRAZIL

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil (see Int'l Reg. listing for all countries)	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	A0119164 1652370	2/8/2022 2/8/2022	Renewal due 2/8/2032	1498-16 Int'l

TRADEMARK

REEL: 008354 FRAME: 0352

COLOMBIA

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil	29 - Whipped topping for use in cooking, baking and preparation of desserts; Whipped non-dairy topping for use in cooking, baking and preparation of desserts	SD2022/0011922 722102	2/10/2022 11/16/2022	Registered Renewal due 11/16/2032	1498-17 Colombia

COSTA RICA

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	2022-0001270 313489	2/11/2022 4/14/2023	Registered Renewal due 4/14/2033	1498-18 Costa Rica

CUBA

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil (see Int'l Reg. listing for all countries)	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	A0119164 1652370	2/8/2022 2/8/2022	Renewal due 2/8/2032	1498-16 Int'l

CURACAO

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil (see Int'l Reg. listing for all countries)	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	A0119164 1652370	2/8/2022 2/8/2022	Renewal due 2/8/2032	1498-16 Int'l

DOMICAN REPUBLIC

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	2022-23399	4/21/2022	Response due 4/3/2024	1498-19 Dominican Republic

EL SALVADOR

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	20222205085	5/19/2022	Pending / Awaiting Initial Examination	1498-20 El Salvador

EUROPEAN UNION

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil (see Int'l Reg. listing for all countries)	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	A0119164	2/8/2022	Pending	1498-16 Int'l

GUATEMALA

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	2022-1515 272312	218/2022 10/5/2022	Renewal due 10/5/2032	1498-21 Guatemala

HONDURAS

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	2713-2022 163395	5/10/2022 12/20/2022	Renewal due 12/20/2032	1498-22 Honduras

INTERNATIONAL

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil (BES Islands, Brazil, Canada, Cuba, Curacao, EU, Israel, Mexico, Trinidad and Tobago, UK) (see also individual countries for status) Country in bold = Granted Country not in bold = Pending Country crossed out = Denied or dropped	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	A0119164 1652370	2/8/2022 2/8/2022	Renewal due 2/8/2032	1498-16 Int'l

ISRAEL

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil (see Int'l Reg. listing for all countries)	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	A0119164 (Israeli TM Reg. No. 301763) 1652370	2/8/2022 2/8/2022	Renewal due 2/8/2032	1498-16 Int'l

PANAMA

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil	29 - Whipped topping for use in cooking, baking and preparation of desserts; Whipped non-dairy topping for use in cooking, baking and preparation of desserts	294248-01 294248-01	2/10/2022 2/10/2022	Renewal due 2/10/2032	1498-23 Panama

TRINIDAD AND TOBAGO

<u>MARK</u>	<u>CLASS(ES) / GOODS & SERVICES</u>	<u>APPLN. NO. REG. NO.</u>	<u>FILING DATE REG. DATE</u>	<u>STATUS</u>	<u>FILE NO.</u>
TOP 'N FIL (STYLIZED) top 'n fil (see Int'l Reg. listing for all countries)	29 - Whipped non-dairy topping for use in cooking, baking and preparation of desserts	A0119164 1652370	2/8/2022 2/8/2022	Renewal due 2/8/2032	1498-16 Int'l

TRADEMARK

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RECORDED: 02/26/2024