

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872073

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900825735		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Denali Flavors, Inc.		01/01/2024	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Denali Brands, LLC		
Street Address:	2400 Herodian Way Suite 165		
City:	Smyrna		
State/Country:	GEORGIA		
Postal Code:	30080		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	4385798	10,000 SCOOP CHALLENGE	
Serial Number:	97596466	10,000 SCOOP CHALLENGE	
Registration Number:	2817251	ALASKAN CLASSICS	
Registration Number:	1846875	BEAR CLAW	
Registration Number:	2767670	BEAR FOOT	
Registration Number:	3055399	BEARCLAW	
Registration Number:	3718207	BROWNIE MOOSE TRACKS	
Registration Number:	3718208	BROWNIE MOOSE TRACKS	
Registration Number:	6237992	CAMEL BROWNIE MOOSE TRACKS	
Registration Number:	6237994	CAMEL BROWNIE MOOSE TRACKS	
Registration Number:	2202289	CAMEL CARIBOU	
Registration Number:	2817252	CAMEL CARIBOU	
Registration Number:	3065664	CHERRY MOOSE TRACKS	
Registration Number:	3065665	CHERRY MOOSE TRACKS	
Registration Number:	3065648	CHOCOLATE MOOSE TRACKS	
Registration Number:	3065650	CHOCOLATE MOOSE TRACKS	
Registration Number:	5063101	CHOCOLATE PEANUT BUTTER MOOSE TRACKS	
Registration Number:	5063108	CHOCOLATE PEANUT BUTTER MOOSE TRACKS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	7097437	COOKIE DOUGH MOOSE TRACKS
Registration Number:	7097440	COOKIE DOUGH MOOSE TRACKS
Registration Number:	2694644	DENALI
Registration Number:	2982026	DENALI
Registration Number:	3201410	DOUBLE FUDGE MOOSE TRACKS
Registration Number:	3201411	DOUBLE FUDGE MOOSE TRACKS
Registration Number:	3054735	EXTREME MOOSE TRACKS
Registration Number:	3054737	EXTREME! MOOSE TRACKS
Registration Number:	3718210	FUDGE CUP MOOSE TRACKS
Registration Number:	3718211	FUDGE CUP MOOSE TRACKS
Registration Number:	5599761	GLACIER MINT MOOSE TRACKS
Registration Number:	5599764	GLACIER MINT MOOSE TRACKS
Registration Number:	2853507	KODIAK ISLAND FUDGE
Registration Number:	3672027	MINT MOOSE TRACKS
Registration Number:	3199586	MINT MOOSE TRACKS
Registration Number:	2303587	MOOSE TRACKS
Registration Number:	5580898	MOOSE TRACKS
Registration Number:	7087124	MOOSE TRACKS
Registration Number:	7087125	MOOSE TRACKS
Serial Number:	97736875	MOOSE TRACKS
Serial Number:	97736883	MOOSE TRACKS
Registration Number:	1806802	MOOSE TRACKS
Registration Number:	5580899	MOOSE TRACKS
Registration Number:	1978696	MOTHER LODE
Registration Number:	2836461	OTTER PAWS
Registration Number:	2836462	OTTER PAWS
Registration Number:	4940264	SALTY CARAMEL CARIBOU
Registration Number:	4940271	SALTY CARAMEL CARIBOU

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.

Email: trademarks@wnj.com

Correspondent Name: Mary C. Bonnema

Address Line 1: 150 Ottawa Ave NW

Address Line 2: Suite 1500

Address Line 4: Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER: 186260.210487

NAME OF SUBMITTER:	Mary C. Bonnema
SIGNATURE:	/Mary C. Bonnema/
DATE SIGNED:	01/29/2024
Total Attachments: 13 source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page1.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page2.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page3.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page4.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page5.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page6.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page7.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page8.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page9.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page10.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page11.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page12.tif source=Executed -Intellectual Property Assignment - Denali Flavors Inc to Denali Brands LLC (2)#page13.tif	

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY Assignment (“**IP Assignment**”) is effective January 1, 2024, between Denali Flavors, Inc., a Michigan Corporation (“**Assignor**”) and Denali Brands, LLC, a Michigan limited liability company (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as later defined).

WHEREAS, under the terms of the Merger Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, all of the 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, the parties agree as follows:

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

(a) The trademark registrations, trademark applications, and common law, unregistered trademarks, trade dress, and trade names, including but not limited to those set forth on attached Schedule 1 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 any United States intent-to-use trademark applications set forth on Schedule 1, the transfer of such applications accompanies, pursuant to the Merger 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;

(b) Any and all copyrights attendant to the business including any registered or unregistered copyright rights, including but not limited to those included on Schedule 1 and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(c) Any and all other intellectual property (“**Other Intellectual Property**”) attendant to the business, including but not limited to that set forth on Schedule 1;

(d) All trademark license agreements and other related agreements, including but not limited to those set forth on Schedule 2;

(e) 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;

(f) 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

(g) 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 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, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Merger Agreement. The parties acknowledge and agree that this IP Assignment is entered into pursuant to a Merger 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 Merger 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 Merger Agreement and the terms hereof, the terms of the Merger 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 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 and construed by the laws of the United States and the State of Michigan, with jurisdiction and venue being proper in federal or state court regularly sitting in Kent County, Michigan, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

DENALI FLAVORS, INC.

By: *Kenneth Haller*
Name: Kenneth Haller
Title: President





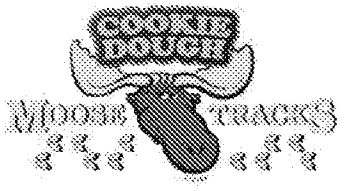
ASSIGNEE:






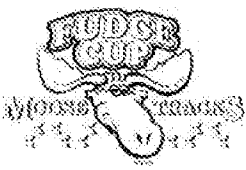
DENALI BRANDS, LLC




By: *Kenneth Haller*
Name: Kenneth Haller
Title: President







SCHEDULE 1


Trademark	Country	App No	App Date	Reg No	Reg Date
10,000 SCOOP CHALLENGE	US	85885281	Mar-25-2013	4385798	Aug-13-2013
	US	97596466	Sep-19-2022		
ALASKAN CLASSICS	US	78203971	Jan-16-2003	2817251	Feb-24-2004
BEAR CLAW	Canada	0778570	Mar-23-1995	TMA45907 2	Jun-7-1996
BEAR CLAW	US	74365284	Mar-8-1993	1846875	Jul-26-1994
BEAR FOOT	US	76326480	Oct-17-2001	2767670	Sep-23-2003
	US	78573249	Feb-23-2005	3055399	Jan-31-2006
BROWNIE MOOSE TRACKS	US	77726163	Apr-30-2009	3718207	Dec-1-2009
	US	77726178	Apr-30-2009	3718208	Dec-1-2009
CARAMEL BROWNIE MOOSE TRACKS	US	88952980	Jun-8-2020	6237992	Jan-5-2021
	US	88952985	Jun-8-2020	6237994	Jan-5-2021
CARAMEL CARIBOU	US	75330901	Jul-25-1997	2202289	Nov-3-1998

Trademark	Country	App No	App Date	Reg No	Reg Date
	US	78204023	Jan-16-2003	2817252	Feb-24-2004
CHERRY MOOSE TRACKS	US	78563325	Feb-9-2005	3065664	Mar-7-2006
	US	78563332	Feb-9-2005	3065665	Mar-7-2006
CHOCOLATE MOOSE TRACKS	US	78561578	Feb-7-2005	3065648	Mar-7-2006
	US	78561630	Feb-7-2005	3065650	Mar-7-2006
CHOCOLATE PEANUT BUTTER MOOSE TRACKS	US	86929177	Mar-4-2016	5063101	Oct-18-2016
	US	86929222	Mar-4-2016	5063108	Oct-18-2016
COOKIE DOUGH MOOSE TRACKS	US	97401174	May-9-2022	7097437	Jul-4-2023
	US	97401180	May-9-2022	7097440	Jul-4-2023
DENALI	Canada	1910772	Jul-20-2018	TMA10829 49	Oct-1-2020
DENALI	Mexico	646037	Mar-10-2004	837363	Jun-16-2004
DENALI	US	76188146	Dec-29-2000	2694644	Mar-11-2003







Trademark	Country	App No	App Date	Reg No	Reg Date
	US	78319537	Oct-28-2003	2982026	Aug-2-2005
	Chile	1283596	Mar-26-2018	1280613	Aug-24-2018
	Canada	1910773	Jul-20-2018	TMA10829 48	Oct-1-2020
DOUBLE FUDGE MOOSE TRACKS	US	78826020	Mar-1-2006	3201410	Jan-23-2007
	US	78826028	Mar-1-2006	3201411	Jan-23-2007
EXTREME MOOSE TRACKS	US	78560589	Feb-4-2005	3054735	Jan-31-2006
	US	78560601	Feb-4-2005	3054737	Jan-31-2006
FUDGE CUP MOOSE TRACKS	US	77726292	Apr-30-2009	3718210	Dec-1-2009
	US	77726307	Apr-30-2009	3718211	Dec-1-2009
GLACIER MINT MOOSE TRACKS	US	87823878	Mar-7-2018	5599761	Nov-6-2018



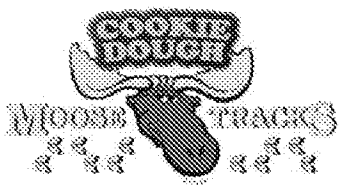



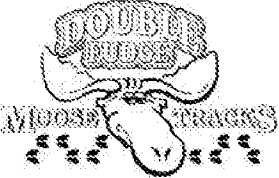

Trademark	Country	App No	App Date	Reg No	Reg Date
	US	87823906	Mar-7-2018	5599764	Nov-6-2018
KODIAK ISLAND FUDGE	US	78192227	Dec-7-2002	2853507	Jun-15-2004
	US	77588109	Oct-8-2008	3672027	Aug-25-2009
MINT MOOSE TRACKS	US	78561558	Feb-7-2005	3199586	Jan-16-2007
MOOSE TRACKS	Canada	0778571	Mar-23-1995	TMA45907 3	Jun-7-1996
	Canada	2052977	Sep-21-2020	TMA11681 22	Mar-1-2023
MOOSE TRACKS	EUTM	00183044 7	Aug-21-2000	001830447	Jan-11-2002
MOOSE TRACKS	Mexico	824028	Dec-8-2006	968447	Dec-18-2006
MOOSE TRACKS	Thailand	548028	Mar-19-2004	KOR21491 9	Mar-14-2005
MOOSE TRACKS	United Kingdom	UK00901 830447	Aug-21-2000	UK009018 30447	Jan-11-2002
MOOSE TRACKS	US	75464299	Apr-8-1998	2303587	Dec-28-1999
MOOSE TRACKS	US	87902276	May-1-2018	5580898	Oct-9-2018
MOOSE TRACKS	US	97736851	Dec-30-2022	7087124	Jun-20-2023

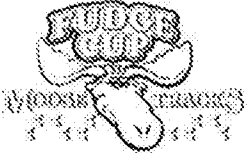







Trademark	Country	App No	App Date	Reg No	Reg Date
	US	97736864	Dec-30-2022	7087125	Jun-20-2023
	US	97736875	Dec-30-2022		
MOOSE TRACKS	US	97736883	Dec-30-2022		
	Mexico	646036	Mar-10-2004	871707	Mar-9-2005
	US	74195248	Aug-16-1991	1806802	Nov-23-1993
	US	87902298	May-1-2018	5580899	Oct-9-2018
MOTHER LODE	US	74452620	Nov-1-1993	1978696	Jun-4-1996
OTTER PAWS	US	78192078	Dec-6-2002	2836461	Apr-27-2004
	US	78192082	Dec-6-2002	2836462	Apr-27-2004
SALTY CARAMEL CARIBOU	US	86694715	Jul-16-2015	4940264	Apr-19-2016

Trademark	Country	App No	App Date	Reg No	Reg Date
	US	86694784	Jul-16-2015	4940271	Apr-19-2016

ASSIGNED COPYRIGHTS

Work	Status
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered

Work	Status
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered

Work	Status
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered
	Unregistered

OTHER ASSIGNED INTELLECTUAL PROPERTY

Owner	Type
Denali Co., LLC	Any and all trade dress, trade secrets, inventions, know-how, proprietary and/or confidential information and materials, records, emails, documentation, manuals, guides, lists, domain names, social media accounts, and any and all other intellectual property, including trademarks and copyrights of any kind, owned by Denali Co., LLC and not already listed on this Schedule.

SCHEDULE 2

Agreements

1. **Supply Agreement** dated November 1, 2022, between Denali Ingredients LLC; Denali Flavors, Inc; Denali Co., LLC; And Denali Companies, LLC.