

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saco Foods, Inc.		01/02/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	SFoods, Inc.		
Street Address:	N2112 Back Forty Road		
City:	Lodi		
State/Country:	WISCONSIN		
Postal Code:	53555		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0986094	MIX'N DRINK	
Registration Number:	1546623	DOLCI FRUTTA	
Registration Number:	1194070	SACO	
Registration Number:	1659974	SACO	
Registration Number:	2624600	SACO	
CORRESPONDENCE DATA			
Fax Number:	6082529243		
<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:	6082558891		
Email:	mal@dewittross.com		
Correspondent Name:	Marcia layton		
Address Line 1:	DeWitt Ross & Stevens S.C.		
Address Line 2:	2 E. Mifflin St., Suite 600		
Address Line 4:	Madison, WISCONSIN 53703-2865		
ATTORNEY DOCKET NUMBER:	38344		
NAME OF SUBMITTER:	Marcia Layton		
SIGNATURE:	/marcialayton/		
DATE SIGNED:	05/28/2014		
Total Attachments: 5			

OP \$140.00 0986094

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ASSIGNMENT OF MARKS

This document is an Assignment made by **Saco Foods, Inc.**, a Wisconsin corporation with business offices at 1468 North High Point Road, Middleton, Wisconsin (“Assignor”), to **SFoods, Inc.**, a Wisconsin corporation with business offices at N2112 Back Forty Road, Lodi, WI 53555 (“Assignee”).

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement dated January 2, 2014, by and among Assignor, Assignee, B. Ramon Sanna and Anthony R. Sanna (the “Agreement”), Assignee has agreed to purchase substantially all of the assets of Assignor.

WHEREAS, Assignor has adopted, used, is using and is the owner of the marks, as identified in Exhibit 1 (the “Marks”).

WHEREAS, Assignor wishes to assign and Assignee wishes to accept assignment of Assignor’s right, title and interest in the Marks.

NOW THEREFORE, for good and valuable consideration provided by Assignee to Assignor, the receipt and sufficiency of which is hereby mutually acknowledged:

Assignor hereby sells, assigns, and transfers to Assignee all of its rights, title and interest in and to the Marks, all above-noted registrations of Marks, and all goodwill associated with and symbolized by the Marks.

Assignor agrees to refrain from using the Marks in any way and for any purpose, and from using in commerce any other mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services when such use is likely to cause confusion, or to cause mistake, or to deceive any party as to the source or sponsorship of any goods and services offered by Assignee in connection with any Marks. The waiver by Assignee of a breach by Assignor of this section shall not operate or be construed as a waiver of any subsequent breach by Assignor. In the event Assignor uses any Marks in contravention of this paragraph, any such use of any of the Marks by Assignor, under the terms of this section or otherwise, shall inure to the benefit of Assignee.

Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past infringements of the Marks herein assigned.

Assignor shall execute and deliver such additional documents as may be reasonably requested by Assignee to vest or protect Assignee’s rights in the Marks, including any claims or judgments for past infringements.

This Assignment shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of Assignor and Assignee, as well as all others acting by, through, with or under their direction, and all those in privity therewith.

Notwithstanding anything herein to the contrary, the provisions of this Assignment are subject, in all respects, to the terms and conditions of the Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment as provided in the Agreement. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

[Signature Lines on Following Page].

Exhibit 1
Marks

US MARKS:

Mark Name	Class	Registration Date	Registration No.	Status
MIX'N DRINK	46	6/11/1974	986,094	Live
DOLCI FRUTTA	46	7/4/1989	1,546,623	Live
SACO	100,101	9/24/2002	2,624,600	Live
SACO & Design	46	4/20/1982	1,194,070	Live
SACO & Design	35	10/8/1991	1,659,974	Live
BAKE YOUR BEST (Stylized)	46	12/22/1987	1,469,891	Lapsed
EASY CAESAR (Stylized)	46	3/5/1996	1,960,056	Lapsed
FESTIVO DOLCI	46	12/5/1989	1,570,083	Lapsed
KWIK KREAM	46	8/16/1977	1,071,559	Lapsed
SACO & Design	46	4/8/1986	1,389,296	Lapsed
SACO CHOC'OH'S & Design	46	4/30/1985	1,333,480	Lapsed
SACO MINT'OH'S & Design	46	7/15/1986	1,401,453	Lapsed
SASSY SPINACH				Abandoned
VIDALIA BELLE				Abandoned

CANADA MARKS:

Mark Name	Class	Registration Date	Registration No.	Status
DOLCI FRUTTA		6/18/1993	413,550	Live
SACO & Design		10/20/1989	360,654	Live
BAKE YOUR BEST & Design				Abandoned

INTERNATIONAL MARKS:

Mark Name	Country	Registration Date	Registration No.	Status
KWIK KREAM	Singapore	12/15/1986	5,711-86	Lapsed
KWIK KREAM	Thailand	7/17/1987	111,283	Lapsed
DOLCI FRUITA	United Kingdom			Abandoned

STATES:

Mark Name	State	Registration Date	Registration No.	Status
KWIK KREAM	Illinois	8/6/1974	43,363	Lapsed
MIX 'N DRINK	Illinois	10/23/1973	42,880	Lapsed
SACO CHOC'OH'S & Design	Illinois	8/19/1984	54,708	Lapsed
BAKE YOUR BEST	Minnesota	8/7/1987	12,612	Lapsed
MIX 'N DRINK (Stylized)	Wisconsin	11/3/1972	19,522	Lapsed
SACO CHOC'OH'S	Wisconsin	4/25/1984	None	Lapsed