

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362495

<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>
Schick's TCF Food Group LLC		11/13/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brooklyn Brands LLC		
<b>Street Address:</b>	37 West 57th Street, Suite 1100		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4167546	SCHICK'S	
<b>Registration Number:</b>	4167550	SCHICK'S GOURMET BAKERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>			
<b>Phone:</b>	310-277-4110		
<b>Email:</b>	hyu@mwe.com		
<b>Correspondent Name:</b>	Han Yu, McDermott Will & Emery LLP		
<b>Address Line 1:</b>	2049 Century Park East, Suite 3800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	091592.0014		
<b>NAME OF SUBMITTER:</b>	Han Yu		
<b>SIGNATURE:</b>	/Han Yu/		
<b>DATE SIGNED:</b>	11/16/2015		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of November 13, 2015 is entered into by and between Borough Park Bakery LLC, a New York limited liability company ("BPB") and Schick's TCF Food Group LLC, a New York limited liability company ("TCF" and, together with BPB, the "Seller"), on one hand, and Brooklyn Brands LLC, a Delaware limited liability company (the "Buyer"), on the other hand, pursuant to the Asset Purchase Agreement of even date herewith to which the Seller and the Buyer are parties (the "Asset Purchase Agreement").

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Seller hereby assigns and transfers exclusively to the Buyer all rights, title and interest of the Seller throughout the world in perpetuity, including all statutory and common law rights, in and to all Seller Intellectual Property (as defined in the Asset Purchase Agreement), together with all goodwill symbolized thereby and/or associated therewith, and the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use thereof and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect thereto, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use of any Seller Intellectual Property; all of such rights, title and interest to be held and enjoyed by the Buyer and its successors and assigns to the same extent that such would have been held and enjoyed by the Seller had this Assignment not been made. For the avoidance of doubt, all the Intellectual Property items identified in Exhibit A hereto shall be deemed to constitute part of the Seller Intellectual Property.

This Assignment is not intended to convey any greater or lesser obligations to the Buyer than are described in the Purchase Agreement, nor is this Assignment intended to supplement, modify or expand any of the representations or warranties of the Seller set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, amend, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict or ambiguity between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

2. Further Assurance. The Seller agrees to execute, deliver and file (or cause to be executed, delivered and filed) such further documentation and take such further action as may be reasonably requested by the Buyer in order to fully effectuate the above assignment of rights with respect to the Seller Intellectual Property.

3. Governing Law; Venue; Waiver of Jury Trial. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC**

**LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (EITHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. THE PARTIES HERETO AGREE THAT THE EXCLUSIVE VENUE FOR ANY ACTION HEREUNDER SHALL BE THE STATE AND FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS ASSIGNMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.**

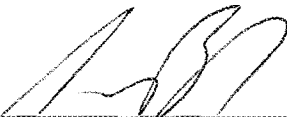
5. Counterparts. This Assignment may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart. The parties hereto confirm that any facsimile or PDF copy of another party's executed counterpart of this Assignment (or its signature page thereof) will be deemed to be an executed original thereof.

\* \* \*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first  
above written.

**SELLER:**


BOROUGH PARK BAKERY LLC

By: \_\_\_\_\_

Name: Sarah Brach

Title: Authorized Signatory

SCHICK'S TCF FOOD GROUP LLC

By: \_\_\_\_\_

Name: Sarah Brach

Title: Authorized Signatory

**BUYER:**

BROOKLYN BRANDS LLC

By: \_\_\_\_\_

Name: Seth Zalkin

Title: Chairman

[Signature Page to Intellectual Property Assignment]

**EXHIBIT A**

**U.S. Federal Trademark Registrations:**

<i>Schick's Gourmet Bakery</i>	4167550	<i>Schick's TCF Food Group LLC</i>	07/03/2012
<i>Schick's</i>	4167546	<i>Schick's TCF Food Group LLC</i>	07/03/2012