

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554157

<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>
PERKINS & MARIE CALLENDER'S, LLC		10/20/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PERKINS & MARIE CALLENDER'S HOLDING, LLC		
<b>Street Address:</b>	6075 Poplar Avenue, Suite 800		
<b>City:</b>	MEMPHIS		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38119		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4536832	FOXTAIL FOODS	
<b>Registration Number:</b>	2187924	MORNING SUNRISE	
<b>Registration Number:</b>	2724058	SIMPLY SCOOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	2149692741		
<b>Email:</b>	blove@akingump.com		
<b>Correspondent Name:</b>	AKIN GUMP STRAUSS HAUER & FELD LLP		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	696290.0004		
<b>NAME OF SUBMITTER:</b>	Brenda love		
<b>SIGNATURE:</b>	/Brenda Love/		
<b>DATE SIGNED:</b>	12/19/2019		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF MARKS

This ASSIGNMENT OF MARKS (this "Assignment"), dated as of October 20, 2019 ("Effective Date"), is by and between PERKINS & MARIE CALLENDER'S, LLC a Delaware limited liability company and certain of its subsidiaries (the "Assignor"), and PERKINS & MARIE CALLENDER'S HOLDING, LLC, a Delaware limited liability company (the "Assignee"), and is delivered in connection with the transactions contemplated by that certain Amended and Restated Asset Purchase Agreement, dated as of September 10, 2019 (as amended, the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

## BACKGROUND STATEMENT

Assignor is the exclusive owner of all right and title in and to the trademarks and the registrations and applications therefor as set forth on Appendix A attached hereto (the "Marks"). As of the Effective date, Assignor desires to sell, transfer, convey, assign, and deliver to Assignee, and Assignee desires to purchase, acquire, and accept from Assignor, all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business represented by the Marks, for the consideration and on the terms set forth herein.

## STATEMENT OF AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all of the Assignor's right, title, and interest in and to the Marks in the United States and throughout the world, together with any common law rights relating to the Marks and the goodwill of the business represented by the Marks, along with all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition, misappropriations, dilution, damage, or injury thereof, and all profit, income, royalties, damages, and payments now or hereafter due or payable with respect thereto, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. No Modification. This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement, including the representations and warranties relating to the Marks.

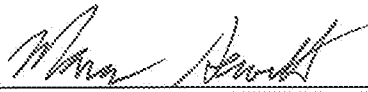
3. Further Assurances. Assignor shall provide to Assignee, its successors, assigns, or other legal representatives cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required), at Assignee's request and expense, in connection with: (1) as necessary, preparation and prosecution of any application for registration or renewal for registration covering any of the Marks; (2) prosecution or defense of any cancellation, opposition, infringement, or other proceedings that may arise in connection with any of the Marks, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) implementation, perfection, and/or recording of any releases of any and all claims, liens, and other encumbrances in and to the Marks; and (4) implementation, perfection, and/or recording of this Assignment, including executing any other documents to effectuate the intent of this Assignment.

*[Signature page follows.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

**ASSIGNOR:**

**PERKINS & MARIE CALLENDER'S, LLC**  
a Delaware limited liability company

By:   
Name: Marcus Hewitt  
Title: Authorized Officer

**ACCEPTANCE**

Assignee hereby declares that it has accepted the foregoing assignment as of the date first written above.

**ASSIGNEE:**

**PERKINS & MARIE CALLENDER'S HOLDING,  
LLC**  
a Delaware limited liability company

By:   
Name: Marcus Hewitt  
Title: Authorized Officer

APPENDIX A  
TO  
ASSIGNMENT OF MARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS							
Mark Name	Mark Type	Country	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
FOXTAIL FOODS	TM	United States	Registered	86070179	4536832	9/20/2013	5/27/2014
MORNING SUNRISE	TM	United States	Registered	75385596	2187924	11/6/1997	9/8/1998
SIMPLY SCOOP	TM	United States	Registered	76444800	2724058	8/27/2002	6/10/2003

DOMAIN NAME REGISTRATIONS:

foxtailfoods.com

TRADE NAME AND FICTITIOUS NAME REGISTRATIONS:

Foxtail Foods