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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM650491

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ace Bakery, LLC		04/30/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Weston Foods US, LLC	
Street Address:	50 Maplehurst Dr.	
City:	Brownsburg	
State/Country:	INDIANA	
Postal Code:	46112	
Entity Type:	Limited Liability Company: INDIANA	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2864073	ACE BAKERY
Registration Number:	2864072	ACE BAKERY
Registration Number:	3861605	MARCY S
Registration Number:	5579948	RIVER ROAD BAKEHOUSE

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.

Phone: 3177777920

Email: PATENTS@GUTWEINLAW.COM

Correspondent Name: Gutwein Law

Address Line 1:200 S. MERIDIAN ST., STE 420Address Line 4:INDIANAPOLIS, INDIANA 46225

NAME OF SUBMITTER:	MITTER: Tyler B.Droste	
SIGNATURE:	/Tyler B. Droste/	
DATE SIGNED:	05/28/2021	

Total Attachments: 3

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TRADEMARK REEL: 007310 FRAME: 0233

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of <u>April 30, 2021</u>, is by and between **Ace Bakery, LLC**, a Limited Liability Company ("Assignor"), to **Weston Foods US, LLC**, a Indiana Limited Liability Company ("Assignee").

Assignor is the owner of certain trademark applications and registrations listed on the attached Schedule A (the "Assigned Trademarks");

The Assignor's affiliate and Assignee have entered into an agreement ("Agreement") pursuant to which Assignor is transferring certain assets to Assignee, including the Assigned Trademarks; and

Pursuant to the that Agreement, the Assignee has acquired all right, title and interest in and to the Assigned Trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office.

THEREFORE, for good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is here acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment. Effective as of this date, and pursuant to the Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of the Assignor in and to: (i) the trademarks and trademark applications set forth in the attached Schedule A, together with the goodwill of the business symbolized by the Assignment; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Assigned Trademarks; (iv) all income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademarks, including, without limitation, damages, claims, and payments for past and future infringements of the Assigned Trademarks; (v) all rights to sue for past, present, and future infringements of the above, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the above throughout the world; and (vii) the right to assign the rights conveyed here, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
- **2. Governing Law.** This Assignment will be governed by, and construed in accordance with the laws of the state of Delaware without giving effect to the conflict of laws rules thereof.
- **3.** Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

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- **4. Miscellaneous.** This Assignment is subject to all the terms and conditions of the agreement between the parties. The parties intend that this Assignment is for recordation purposes only and its terms will not modify the applicable terms and conditions of the Agreement.
- **5. Further Assurances.** Assignor agrees at Assignee's expense to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this Assignment.

The parties are signing this agreement on the date stated in the introductory clause.

ASSIGNOR:	Ace Bakery, LLC
	By:
	Name: Adam Christensen
	Title: Director, Legal

SCHEDULE A MARKS

Mark	Country	Serial Number	Registration Number
ACE Bakery	US	76371161	2,864,073
ACE Bakery	US	76371160	2,864,072
MARCY S	US	77685519	3,861,605
RIVER ROAD BAKEHOUSE	US	87817567	5,579,948

4826-5078-9861, v. 1 **TRADEMARK REEL: 007310 FRAME: 0236**

RECORDED: 05/28/2021