

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663407

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900625273
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARYZTA LIMITED		05/03/2021	Company: CANADA

RECEIVING PARTY DATA

Name:	1293495 B.C. UNLIMITED LIABILITY COMPANY
Street Address:	12130 Millennium Dr., Suite 300
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90094
Entity Type:	Company: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3910038	OAKRUN FARM
Registration Number:	3910050	OAKRUN FARM BAKERY
Registration Number:	2298748	GREAT NORTH
Registration Number:	5075935	G GOURMET BAKER

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: 2138915031
Email: jreider@buchalter.com
Correspondent Name: Jessie Reider Cristo
Address Line 1: 1000 Wilshire Blvd., Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Jessie Reider Cristo
SIGNATURE:	/jrc/
DATE SIGNED:	07/29/2021

Total Attachments: 13

source=Aryzta Assign#page1.tif
source=Aryzta Assign#page2.tif
source=Aryzta Assign#page3.tif
source=Aryzta Assign#page4.tif
source=Aryzta Assign#page5.tif
source=Aryzta Assign#page6.tif
source=Aryzta Assign#page7.tif
source=Aryzta Assign#page8.tif
source=Aryzta Assign#page9.tif
source=Aryzta Assign#page10.tif
source=Aryzta Assign#page11.tif
source=Aryzta Assign#page12.tif
source=Aryzta Assign#page13.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made the third day of May, 2021,

BETWEEN:

ARYZTA LIMITED, a company governed by the laws of the Province of British Columbia and located at 1600 – 925 West Georgia Street Vancouver, BC V6C 3L2

(“Canada Seller”)

-and -

1293495 B.C. UNLIMITED LIABILITY COMPANY, a company governed by the laws of the Province of British Columbia and located at 1055 West Hastings Street, Suite 1700, Vancouver, BC V6E 2E9 Canada

(“Buyer Affiliate”)

WHEREAS, Canada Seller and Alpine US Bidco LLC (“**Buyer**”) have entered into that certain Equity and Asset Purchase Agreement, dated as of March 12, 2021 (the “**Purchase Agreement**”), by and among Canada Seller, Buyer and, solely for purposes of Section 7.4 of the Purchase Agreement, ARYZTA Bakery Development Unlimited Company, 2749675 Ontario Inc. and ARYZTA Canada Co.;

WHEREAS, pursuant to the Purchase Agreement, among other things, Canada Seller has agreed to convey, transfer and assign to Buyer or one or more of its designated Affiliates, among other assets, certain intellectual property assets of Canada Seller, and has agreed to execute and deliver this Agreement;

AND WHEREAS Buyer has designated Buyer Affiliate for the purposes set forth in the preceding recital.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. **Assignment.** Effective as of the Closing, Canada Seller hereby irrevocably conveys, transfers, assigns and delivers to Buyer Affiliate, and Buyer Affiliate hereby accepts, all of Canada Seller’s right, title and interest in and to the Intellectual Property set forth in Schedule A hereto (the “**Assigned IP**”). The assignment of the right, title or interest in the Assigned IP pursuant to this Agreement shall include (a) the assignment of all of Canada

Seller's right, title and interest in the Assigned IP and (b) the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for past, present and future infringement, dilution, misappropriation or other violation or conflict associated with such Assigned IP, (ii) to collect royalties, damages, proceeds and other payments under such Assigned IP, (iii) to claim priority based on such Assigned IP, as applicable, under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Assigned IP, as applicable, before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of Canada Seller and its Affiliates, as applicable, in all matters related to such Assigned IP as if this Agreement had not been made.

3. **Recordation.** Canada Seller hereby authorizes Buyer Affiliate to record this Agreement with any relevant governmental authority so as to perfect its ownership of the Assigned IP, where applicable. Canada Seller hereby authorizes and requests the Commissioner of Patents and Registrar of Trademarks and other empowered officials of the Canadian Intellectual Property Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications included in the Assigned IP to Buyer Affiliate as Buyer Affiliate of Canada Seller's right, title and interest therein, in accordance with this Agreement, and to issue to Buyer Affiliate all registrations which may issue with respect to any applications for registration of Intellectual Property rights included in such Assigned IP.
4. **Terms of the Purchase Agreement.** This Agreement is subject to the terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Further Assurances.** Each of the parties hereto hereby covenants and agrees that, at any time and from time to time upon the written request of the other party hereto, it will promptly do, make, execute, acknowledge or deliver or cause to be done, made, executed, acknowledged or delivered, all such further documents, acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as the other party hereto may reasonably require for the purposes of giving effect to this Agreement and shall take all steps as may be reasonably required to implement to its full extent the provisions of this Agreement.
6. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

agreement. A signed copy of this Agreement delivered by facsimile, 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 Agreement.

9. **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
10. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR OTHER PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ARYZTA LIMITED

DocuSigned by:
Per: Rhona Shakespeare
Name: Rhona Shakespeare
Title: Director

1293495 B.C. UNLIMITED LIABILITY COMPANY

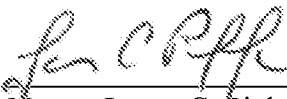
Per: _____
Name:
Title:

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

ARYZTA LIMITED

Per: _____
Name:
Title:

**1293495 B.C. UNLIMITED LIABILITY
COMPANY**

Per:  _____
Name: James C. Pickel, Jr.
Title: Authorized Signatory

**SCHEDULE A
ASSIGNED IP**

Trademarks

Application No.	Country	Application Date	Registration No.	Registration Date
0776650	CA	3/1/1995	TMA485144	11/3/1997
1487628	CA	7/6/2010	TMA926008	1/14/2016
1449580	CA	8/26/2009	TMA773517	8/3/2010
1449581	CA	8/26/2009	TMA773831	8/6/2010
1565785	CA	2/24/2012	TMA856166	7/24/2013
0724790	CA	3/16/1993	TMA438091	1/20/1995
0483255	CA	3/4/1982	TMA281916	7/29/1983
0724793	CA	3/16/1993	TMA438092	1/20/1995
640016	CA	9/7/1989	TMA394098	2/14/1992
640018	CA	9/7/1989	TMA395793	3/20/1992
635644	CA	6/27/1989	TMA377242	12/14/1990
1160981	CA	12/3/2002	TMA654637	12/8/2005
509134	CA	9/8/1983	TMA295662	9/28/1984
1376074	CA	12/14/2007	TMA730827	12/11/2008
0739481	CA	10/21/1993	TMA669571	8/10/2006
0823953	CA	9/20/1996	TMA516507	9/20/1999
1492057	CA	8/12/2010	TMA806952	9/19/2011
1484512	CA	6/10/2010	TMA807407	9/23/2011
1484511	CA	6/10/2010	TMA807409	9/23/2011
1104259	CA	5/25/2001	TMA611639	6/1/2004
1086958	CA	12/20/2000	TMA593393	10/29/2003
77905267	US	1/5/2010	3910038	1/25/2011
77907034	US	1/7/2010	3910050	1/25/2011
75382872	US	10/31/1997	2298748	12/7/1999
85094022	US	7/27/2010	5075935	11/8/2016

Other

- All third-party Licensed Intellectual Property (as defined in the Purchase Agreement) used under license by Canada Seller used or required to operate the NA Business.
- All goodwill and unregistered intellectual property assigned to Canada Seller pursuant to that certain asset purchase agreement dated May 2, 2021 between Canada Seller and ARYZTA Bakery Development Unlimited Company.

7158483

TRADEMARK ASSIGNMENT

WHEREAS, on the one hand, ARYZTA LIMITED, a company governed by the laws of the Province of British Columbia and located at 1600 – 925 West Georgia Street Vancouver, BC V6C 3L2 (the “Assignor”) owns, has used in its business and/or has rights, title and/or interest in all of the trademarks and the trademark registrations identified in Exhibit A herein, attached hereto and incorporated by this reference, and the goodwill symbolized by the trademark and all common law rights thereto, and the right to recover for infringement (hereinafter collectively the “Marks”);

WHEREAS, on the other hand, 1293495 B.C. UNLIMITED LIABILITY COMPANY, a company governed by the laws of the Province of British Columbia and located at 1055 West Hastings Street, Suite 1700, Vancouver, BC V6E 2E9 Canada (“Assignee” and together with the Assignor, the “Parties”) desires to acquire by formal, recordable assignment the entire right, title and interest in and to the Marks, all common law rights in and to the Marks, as well as the goodwill symbolized by the Marks, and all on-going and existing business associated with the Marks; and

WHEREAS the Parties desire to memorialize the assignment of the Marks and all common law rights in and to the Marks, together with the goodwill of the business symbolized therein, all on-going and existing business associated with the Marks and all common law rights relating thereto, and all rights to recover for past infringement.

NOW THEREFORE, in consideration of the mutual agreements and covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee all right title and interest in and to the Marks and all common law rights in and to the Marks, together with the goodwill symbolized by the Marks, all on-going and existing business associated with the Marks and all common law rights relating thereto.

[Signature pages follow]

AGREED TO AND ACCEPTED BY ASSIGNOR:

Dated: 7/28/2021

ARYZTA LIMITED

By: Cheryl Was
Name: Cheryl Was
Title: VP & General Counsel

[Trademark Assignment]

AGREED TO AND ACCEPTED BY ASSIGNEE:

Dated:

**1293495 B.C. UNLIMITED LIABILITY
COMPANY**

By: Chris Woo

Name: Chris Woo

Title: VP & General Counsel

[Trademark Assignment]

EXHIBIT A

Application No.	Country	Application Date	Registration No.	Registration Date
0776650	CA	3/1/1995	TMA485144	11/3/1997
1487628	CA	7/6/2010	TMA926008	1/14/2016
1449580	CA	8/26/2009	TMA773517	8/3/2010
1449581	CA	8/26/2009	TMA773831	8/6/2010
1565785	CA	2/24/2012	TMA856166	7/24/2013
0724790	CA	3/16/1993	TMA438091	1/20/1995
0483255	CA	3/4/1982	TMA281916	7/29/1983
0724793	CA	3/16/1993	TMA438092	1/20/1995
640016	CA	9/7/1989	TMA394098	2/14/1992
640018	CA	9/7/1989	TMA395793	3/20/1992
635644	CA	6/27/1989	TMA377242	12/14/1990
1160981	CA	12/3/2002	TMA654637	12/8/2005
509134	CA	9/8/1983	TMA295662	9/28/1984
1376074	CA	12/14/2007	TMA730827	12/11/2008
0739481	CA	10/21/1993	TMA669571	8/10/2006
0823953	CA	9/20/1996	TMA516507	9/20/1999
1492057	CA	8/12/2010	TMA806952	9/19/2011
1484512	CA	6/10/2010	TMA807407	9/23/2011
1484511	CA	6/10/2010	TMA807409	9/23/2011
1104259	CA	5/25/2001	TMA611639	6/1/2004
1086958	CA	12/20/2000	TMA593393	10/29/2003
77905267	US	1/5/2010	3910038	1/25/2011
77907034	US	1/7/2010	3910050	1/25/2011
75382872	US	10/31/1997	2298748	12/7/1999
85094022	US	7/27/2010	5075935	11/8/2016

[Trademark Assignment]

BN 46380183v1

RECORDED: 06/23/2021**TRADEMARK
REEL: 007368 FRAME: 0782**