

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aryzta LLC		12/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Great Kitchens Food Company, Inc.		
Street Address:	300 Innovation Drive		
City:	Romeoville		
State/Country:	ILLINOIS		
Postal Code:	60446		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5022722	CUCINA GRANDE	
Registration Number:	5337084	CUCINA GRANDE	
Registration Number:	3762966	G	
Registration Number:	3847161	GREAT KITCHENS	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman (KER)		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	10/29/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is made and entered into as of December 4, 2020 by and between ARYZTA LLC, a Delaware limited liability company (“Assignor”) and Great Kitchens Food Company, Inc., a Delaware corporation (“Assignee”). Each of Assignee and Assignor are referred to herein sometimes as a “Party” and together as the “Parties.” All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of September 9, 2020, by and among Assignor, Assignee, and solely for purposes of Sections 4.04 and 4.14 thereof, Aryzta AG, a company traded on the SIX Swiss Exchange under the ticker “ARYN” (the “Asset Purchase Agreement”).

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor has agreed to assign and to cause its Affiliates, to assign to Assignee the Purchased Trademarks, and the Other Purchased IP which are included within the Business Intellectual Property.

WHEREAS, Great Kitchens, Inc. was previously merged with and into Assignor with Assignor surviving the merger and as a result, Assignor is the successor in interest to Great Kitchens, Inc. and has the authority to assign any Business Intellectual Property that is registered in the name of Great Kitchens, Inc.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. The Term “Purchased Trademarks” means the trademark registrations and applications and the unregistered Trademarks set forth on Schedule A attached hereto and the Term “Purchased Domain Names” means all the domain name registrations included within the Business Intellectual Property, including the domain name registrations set forth on Schedule B attached hereto. The term “Other Purchased IP” means all other Intellectual Property owned by Assignor that is Business Intellectual Property.

2. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Assignor hereby irrevocably sells, assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns, and legal representatives, all of such Assignor’s entire, full and exclusive right, title and interest in and to the Purchased Trademarks and Purchased Domain Names and the Other Purchased IP, together with the good will of the business symbolized by the Purchased Trademarks, and any applications and/or registrations therefor, including the right (but not the obligation) to prosecute and maintain any of the Purchased Trademarks and Purchased Domain Names and applications, registrations and patents for any of the Other Purchased IP, and to collect for all past, present and future infringements, and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Purchased Trademarks, Purchased Domain Names or Other Purchased IP, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur, the same to be held and enjoyed by the Assignee, for its own use and profit, and for its successors, legal representatives,

and assigns, to the full end of the term or terms for which such Purchased Trademarks, Purchased Domain Names or Other Purchased IP may be granted as fully and entirely as the same would have been held and enjoyed by such Assignor had this IP Assignment not been made.

3. No Warranties. This IP Assignment provides no warranties of any kind, express or implied, with respect to the Purchased Trademarks, the Purchased Domain Names or Other Purchased IP, provided that the foregoing shall not be deemed or interpreted to modify or limit any representations or warranties with respect to the Purchased Trademarks, the Purchased Domain Names or Other Purchased IP provided in the Asset Purchase Agreement.

4. Further Assurances. Each Assignor will, without demanding any additional transaction consideration, at the request and expense of the Assignee (except for the value of the time of such Assignor's employees), use commercially reasonable efforts to do all lawful acts that are reasonably necessary for recording, evidencing, and otherwise perfecting the transfer of ownership of the Purchased Trademarks, the Purchased Domain Names and Other Purchased IP to Assignee contemplated herein. In furtherance thereof, as soon as is practicable following the Closing Date, each Assignor will initiate the process of transferring ownership of the Purchased Trademarks and the Purchased Domain Names to Assignee with the applicable domain name registrars and trademark offices.

5. Successors and Assigns. This IP Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective permitted successors and assigns.

6. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this IP Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

7. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

8. Counterparts. This IP Assignment may be executed in several counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

9. Precedence. The Asset Purchase Agreement shall take precedence over this IP Assignment. In the event of any difference, discrepancy or conflict between any term or

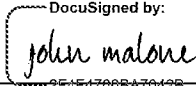
condition in the Asset Purchase Agreement and any term or condition in this IP Assignment, the terms and conditions of the Asset Purchase Agreement shall prevail and govern.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

ARYZTA LLC, a Delaware limited liability company

DocuSigned by:
By: 
Name: John Malone
Title: Authorized Signatory

[Signature Page to IP Assignment]

ASSIGNEE:

GREAT KITCHENS FOOD COMPANY, INC., a
Delaware corporation

By: _____




Name: Ian B. MacFaggart


Title: Secretary

[Signature Page to IP Assignment]

Schedule A

Purchased Trademarks

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status	Owner (Record Owner)
CUCINA GRANDE	US	8/3/2012	85/695100	8/16/2016	5022722	Registered	Aryzta LLC (Aryzta LLC)
CUCINA GRANDE & Design (w/ color claim) 	US	1/31/2017	87/319964	7/11/2017	5337084	Registered	Aryzta LLC (Aryzta LLC)
G & Design (Great Kitchens Logo) 	US	8/6/2009	77/798918	3/23/2010	3762966	Registered	Aryzta LLC (Great Kitchens, Inc.)
G & Design (Great Kitchens Logo) 	Canada	2/4/2010	1468405	5/9/2011	TMA796962	Registered	Aryzta LLC (Great Kitchens, Inc.)
G & Design (Great Kitchens Logo)	Mexico	2/5/2010	1065250	2/8/2011	1199991	Registered	Aryzta LLC (Great Kitchens, Inc.)

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status	Owner (Record Owner)
							
GREAT KITCHENS	US	8/6/2009	77/798913	9/14/2010	3847161	Registered	Aryzta LLC (Great Kitchens, Inc.)
GREAT KITCHENS	Canada	2/4/2010	1468404	2/8/2012	TMA817156	Registered	Aryzta LLC (Great Kitchens, Inc.)
GREAT KITCHENS	Mexico	2/5/2010	1065251	2/8/2011	1199992	Registered	Aryzta LLC (Great Kitchens, Inc.)

Schedule B

Purchased Domain Names

www.gkitchens.com