

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758887

<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>
Lactalis Heritage Dairy, Inc.		12/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emmi Roth USA, Inc.		
<b>Street Address:</b>	5525 Nobel Dr., Suite 100		
<b>City:</b>	Fitchburg		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53711		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3235266	ATHENOS	
<b>Registration Number:</b>	2135096	ATHENOS	
<b>Registration Number:</b>	5355987	ATHENOS	
<b>Registration Number:</b>	1512908	ATHENOS	
<b>Registration Number:</b>	5070947	ATHENOS CRUMBLED GORGONZOLA CHEESE	
<b>Registration Number:</b>	6006823	ATHENOS FETA	
<b>Registration Number:</b>	4821776	ATHENOS FETA	
<b>Registration Number:</b>	6008031	ATHENOS GORGONZOLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5132414771		
<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>	(513) 352-6527		
<b>Email:</b>	dawn.schneider@thompsonhine.com		
<b>Correspondent Name:</b>	Louis K. Ebling, Thompson Hine LLP		
<b>Address Line 1:</b>	312 Walnut Street, Suite 2000		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Louis K. Ebling		
<b>SIGNATURE:</b>	/Louis Ebling/		

OP \$215.00 3235266

<b>DATE SIGNED:</b>	10/03/2022
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**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the “Assignment”) is made effective as of December 1, 2021 (the “Effective Date”), by and between Lactalis Heritage Dairy, Inc., a Delaware corporation, located at 540 West Madison Street, Suite 300, Chicago, Illinois 6066 (“Assignor”) and Emmi Roth USA, Inc., a Wisconsin corporation, located at 5525 Nobel Dr., Suite 100, Fitchburg, WI 53711 (“Assignee”).

### RECITALS

**WHEREAS**, pursuant to that certain Trademark Assignment, dated November 29, 2021, between Assignor, Kraft Foods Group Brands LLC, KFGH Holdings LLC, and Churny Company LLC, Assignor acquired all right, title, and interest in and to the trademark applications and registrations set forth in Schedule A (the “Assigned Trademarks”);

**WHEREAS**, the Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Trademarks and Assignor has agreed to assign all of its right, title and interest in and to the Assigned Trademarks to Assignee; and

**WHEREAS**, the parties wish to record such acquisition and assignment in the United States Patent and Trademark Office (“USPTO”) and any other applicable intellectual property offices throughout the world.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

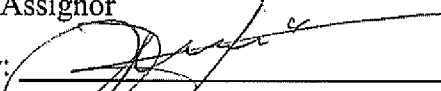
1. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee and Assignee accepts all right, title and interest of the Assignor in and to the Assigned Trademarks and all common law rights relating thereto, together with all of the goodwill associated therewith and symbolized thereby, and including all rights to sue and recover and retain damages for past, present and future infringement thereof, 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. Recordation. Assignor hereby authorizes the Commissioner of Trademarks in the USPTO and all other comparable foreign offices throughout the world to record Assignee as the assignee of all of Assignor’s right, title and interest in and to the Assigned Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.
3. Governing Law. This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America without giving effect to the conflict of laws rules thereof.
4. Further Assurances. From and after the Effective Date, upon the reasonable written request of Assignee, Assignor shall execute, acknowledge and deliver any and all additional

documents that may be necessary from time to time to protect and record title to the Assigned Trademarks to Assignee and to carry out the intent of this Assignment.

*[Signature page follows]*

Intending to be legally bound, the undersigned have executed this Assignment as of the date first written above.

**LACTALIS HERITAGE DAIRY, INC.,**  
as Assignor

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

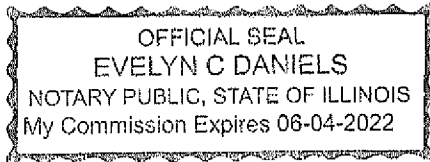
Name: Pierre Lorieau

Title: SVP, Chief Legal Officer

*I have the authority to bind the company.*

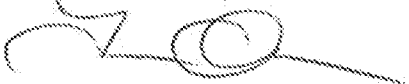
STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )

On the 24<sup>th</sup> day of November in the year 2021 before me, the undersigned, personally appeared Pierre Lorieau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that [he/she/they] executed the same in [his/her/their] capacity, and that by [his/her/their] signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Evelyn C. Daniels  
Notary Public

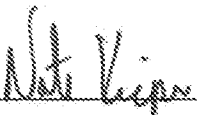
**EMMI ROTH USA, INC.**, as Assignee

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

Name: Timothy Omer

Title: President Managing Director

*I have the authority to bind the company.*

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

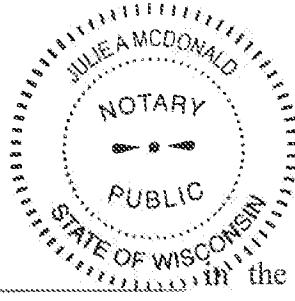
Name: Nate Kieper

Title: Vice President of Finance

*I have the authority to bind the company.*

*[Acknowledgement Certificate to Trademark Assignment]*

STATE OF *Wisconsin* )  
 ) ss.:  
COUNTY OF *Dane* )



On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that [he/she/they] executed the same in [his/her/their] capacity, and that by [his/her/their] signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Julie A. McDonald*

Notary Public


Exp 7/24/2025

*[Acknowledgement Certificate to Trademark Assignment]*



**SCHEDULE A**


## ASSIGNED TRADEMARKS

COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.
ARGENTINA	ATHENOS FETA	10 Oct 2019	3842880	18 Aug 2021	3193643
AUSTRALIA	ATHENOS FETA	18 Sep 2019	2037974	18 May 2020	2037974
BRAZIL	ATHENOS FETA	27 Aug 2019	9180655 26	14 Apr 2020	9180655 26
CANADA	ATHENOS	19 Jul 1995	787846	9 Aug 1996	461077
CANADA	ATHENOS	7 Jan 2003	1164012	28 Apr 2004	608828
CHILE	ATHENOS FETA	20 Aug 2019	1333620	22 Jan 2021	1336979
CHILE	ATHENOS GORGONZOLA	20 Aug 2019	1333619		
HONG KONG	ATHENOS FETA	19 Aug 2019	3050294 07	19 Aug 2019	3050294 07
INDONESIA	ATHENOS FETA	16 Aug 2019	DID2019 046452	16 Aug 2019	IDM0008 07133
INDONESIA	ATHENOS GORGONZOLA	16 Aug 2019	DID2019 046453	22 Aug 2019	TM20190 31221
MALAYSIA	ATHENOS FETA	22 Aug 2019	TM2019 031221	22 Aug 2019	TM20190 31221
MALAYSIA	ATHENOS GORGONZOLA	22 Aug 2019	TM2019 031222		
NEW ZEALAND	ATHENOS FETA	18 Sep 2019	1130313	19 Mar 2020	1130313
PARAGUAY	ATHENOS FETA	16 Aug 2019	2019/674 03	13 Aug 2020	506970
UNITED STATES OF AMERICA	ATHENOS	19 Jul 2016	8710829 0	12 Dec 2017	5355987
UNITED STATES OF AMERICA	ATHENOS	1 Nov 1996	75/19102 1	3 Feb 1998	2135096
UNITED STATES OF AMERICA	ATHENOS	26 Oct 2005	78/74054 7	24 Apr 2007	3235266
UNITED STATES OF AMERICA	ATHENOS (Special Script) 	8 Feb 1988	7370998 4	15 Nov 1988	1512908
UNITED STATES OF AMERICA	ATHENOS GORGONZOLA	15 Oct 2019	8865428 3	10 Mar 2020	6008031

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COUNTRY	TRADEMARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.
UNITED STATES OF AMERICA	ATHENOS CRUMBLLED GORGONZOLA CHEESE LABEL 	5 Feb 2015	86526197	1 Nov 2016	5070947
UNITED STATES OF AMERICA	ATHENOS FETA	9 Aug 2019	88573046	10 Mar 2020	6006823
UNITED STATES OF AMERICA	ATHENOS FETA AND DESIGN	5 Feb 2015	86526206	29 Sep 2015	4821776
URUGUAY	ATHENOS FETA	27 Aug 2019	507.506	N/A	N/A

*[Acknowledgement Certificate to Trademark Assignment]*

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