

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM770878

<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>
Cream of the West, LLC		11/14/2022	Limited Liability Company: MONTANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cream of the West, Inc.		
<b>Street Address:</b>	408 Wheatland Ave. South		
<b>City:</b>	Harlowton		
<b>State/Country:</b>	MONTANA		
<b>Postal Code:</b>	59036		
<b>Entity Type:</b>	Corporation: MONTANA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1871476		
<b>Registration Number:</b>	1871475		
<b>Registration Number:</b>	1856888	MONTANA'S CREAM OF THE WEST	
<b>Registration Number:</b>	1875436		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	4067213400		
<b>Email:</b>	mrogers@wordenthane.com		
<b>Correspondent Name:</b>	Martin Rogers		
<b>Address Line 1:</b>	321 W. Broadway		
<b>Address Line 2:</b>	Ste. 300		
<b>Address Line 4:</b>	Missoula, MONTANA 59802		
<b>NAME OF SUBMITTER:</b>	Martin Rogers		
<b>SIGNATURE:</b>	/Martin Rogers/		
<b>DATE SIGNED:</b>	11/29/2022		
<b>Total Attachments: 3</b>	source=Assignment of Cream of the West Trademarks#page1.tif		

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# ASSIGNMENT OF TRADEMARKS

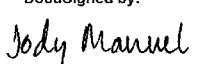
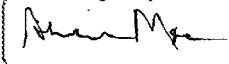
This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), dated as of November 2, 2022 (“Effective Date”), is entered into by and between Cream of the West, LLC (a/k/a Cereal West, LLC), a Montana Limited Liability Company located at P.O. Box 2909 Harlowton, MT 59036 (“Assignor”) and Cream of the West, Inc., a Montana Corporation located at 408 Wheatland Ave. South Harlowton, MT 59036 (“Assignee”), purchaser of certain assets of Assignor pursuant to the Purchase Agreement between Jody and Crystal Manuel and Cream of the West, LLC dated March 31, 2022 (“Agreement”).

1. Assignment. Assignor assigns to Assignee and Assignee accepts from Assignor all right, title, and interest in and to the trademark registrations set forth in Schedule A (collectively, the “Trademarks”) and including:
  - 1.1.1. all issuances, extensions, and renewals of the Trademarks’ registrations;
  - 1.1.2. all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, whether express or implied, related to any of the Trademarks;
  - 1.1.3. all royalties, fees, income, payments, and other proceeds now or in the future due or payable to Assignor with respect to any of the Trademarks;
  - 1.1.4. all claims and causes of action with respect to any of the Trademarks, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default;
  - 1.1.5. all common law rights in any of the Trademarks;
  - 1.1.6. all goodwill of the business connected with the use of, and symbolized by, the Trademarks; and
  - 1.1.7. all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.
3. Terms of the Agreement. The Parties to this Assignment acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to

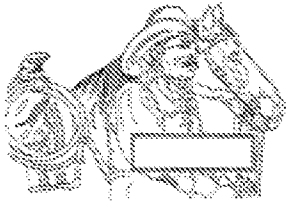
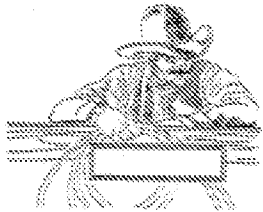


which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment 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 Assignment.
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. Venue and jurisdiction of any lawsuit involving this Assignment shall exist exclusively in state and federal courts in Missoula County, Montana. This Agreement is governed by and shall be interpreted in accordance with, the laws of the State of Montana.

WHEREFORE, the parties execute this Agreement as of the Effective Date above.

<p><b>“Assignee”:</b></p> <p><b>Cream of the West, Inc.</b></p> <p>DocuSigned by:                    By: _____  <small>60015AAD928842D...</small></p> <p>Date: <u>11/3/2022</u></p>	<p><b>“Assignor”:</b></p> <p><b>Cream of the West, LLC</b></p> <p>DocuSigned by:                    By: _____  <small>43EE8BACB78749A...</small></p> <p>Date: <u>11/14/2022</u></p>
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**Schedule A  
Trademarks**

Mark	Registration Number	Registration Date
	1871476	January 3, 1995
	1871475	January 3, 1995
 <p data-bbox="211 1092 657 1123">MONTANA'S CREAM OF THE WEST</p>	1856888	October 4, 1994
	1875436	January 24, 1995