

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wonder Brands, Inc.		08/15/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	FGF Brands Inc.		
Street Address:	1296 Ormont Drive		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M9L 2W6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2864072	ACE BAKERY	
Registration Number:	2864073	ACE BAKERY	
Registration Number:	4029973	LA BAGUETTERIE	
Registration Number:	4020753	LA BAGUETTERIE	
Serial Number:	90359509	BOULANGERIE ACE BAKERY	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
<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:	3124568400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601-1732		
ATTORNEY DOCKET NUMBER:	210159.010700		
DOMESTIC REPRESENTATIVE			
Name:	Howard E. Silverman		
Address Line 1:	77 West Wacker Drive		

CH \$140.00 2864072

Address Line 2:	Suite 3100
Address Line 4:	Chicago, ILLINOIS 60601-1732
NAME OF SUBMITTER:	Howard E. Silverman
SIGNATURE:	/Howard E. Silverman/
DATE SIGNED:	08/18/2023
Total Attachments: 4 source=Wonderbrands - Trademark Assignment Agreement (ACE) (Wonder Brands Inc. to FGF Brands Inc.) - Executed#page1.tif source=Wonderbrands - Trademark Assignment Agreement (ACE) (Wonder Brands Inc. to FGF Brands Inc.) - Executed#page2.tif source=Wonderbrands - Trademark Assignment Agreement (ACE) (Wonder Brands Inc. to FGF Brands Inc.) - Executed#page3.tif source=Wonderbrands - Trademark Assignment Agreement (ACE) (Wonder Brands Inc. to FGF Brands Inc.) - Executed#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into as of August 15, 2023, between Wonder Brands Inc., a corporation formed under the federal laws of Canada, as successor in interest to WF Bakery, Inc. ("*Assignor*"), and FGF Brands Inc., a corporation formed under the laws of the Province of Ontario ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of the trademarks identified on Schedule A attached hereto (collectively, the "*Trademarks*");

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks, and Assignor desires to transfer the Trademarks to Assignee.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States, Canada, and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States, Canada, and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in Canada, or any other country, to issue any and all trademark

and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or the Trademark Office of any other country throughout the world.


This Trademark Assignment Agreement may be executed in one or more counterparts (including electronically), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

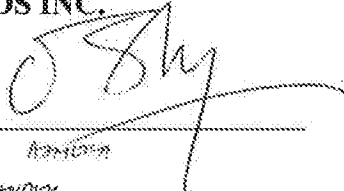
ASSIGNOR:

WONDER BRANDS INC.

By: 
Name: *OJUS KAMIN*
Title: *CO-CEO*


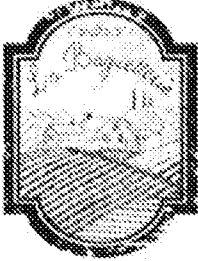
ASSIGNEE:

FGF BRANDS INC.

By: 
Name: *OJUS KAMIN*
Title: *CO-FOUNDING*

SCHEDULE A

TRADEMARKS

COUNTRY	MARK	APP. NO.	REG. NO
USA	ACE BAKERY	76371160	2864072
USA		76371161	2864073
USA	LA BAGUETTERIE	85975491	4029973
USA	LA BAGUETTERIE 	85975499	4020753
USA	BOULANGERIE ACE BAKERY BOULANGERIE ACE BAKERY	90359509	Pending

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