

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI172560

<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>
That's How We Roll, LLC		04/08/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Daddy Ray's, Inc.		
<b>Street Address:</b>	1070 Industrial Ct		
<b>City:</b>	Moscow Mills		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63362-1045		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4784394		
<b>Registration Number:</b>	4784393	MRS. THINSTER'S	
<b>Registration Number:</b>	5680798	MRS. THINSTER'S	
<b>Registration Number:</b>	5853069	MRS. THINSTER'S	
<b>Registration Number:</b>	5771589	THINSTERS	
<b>Registration Number:</b>	5840968	THINSTERS	
<b>Registration Number:</b>	5771590	THINSTERS	
<b>Registration Number:</b>	5840964	THINSTERS	
<b>Registration Number:</b>	4784395	COOKIE THINS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157359305		
<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>	2157359302		
<b>Email:</b>	juris.klavins@thebellesgroup.com,trademarks@thebellesgroup.com		
<b>Correspondent Name:</b>	Juris Klavins		
<b>Address Line 1:</b>	1800 John F. Kennedy Blvd.		
<b>Address Line 2:</b>	Suite 1010		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7422		

OP \$240.00.00 86303695

<b>ATTORNEY DOCKET NUMBER:</b>	JJS-TM-GEN
<b>NAME OF SUBMITTER:</b>	Juris Klavins
<b>SIGNATURE:</b>	Juris Klavins
<b>DATE SIGNED:</b>	04/17/2024

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this “Trademark Assignment”), dated as of April 8, 2024, is entered into by and between That’s How We Roll LLC, a Delaware limited liability company (“Assignor”), and Daddy Ray’s, Inc., a Missouri corporation (“Assignee”).

### RECITALS

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to irrevocably convey, transfer, and assign all of its rights, title and interests in the Trademarks contained in the Purchased Assets; and

**WHEREAS**, this Trademark Assignment is being entered into as a deliverable in connection with the Closing of the transaction contemplated under the Purchase Agreement.

**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. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, in any jurisdiction in which the Assigned Trademarks are registered;

(b) all rights, including any common law trademark rights, of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, or breach of the Assigned Trademarks, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the appropriate office or agency in any other

jurisdiction in which the Assigned Trademarks are registered to record and register this Trademark Assignment upon request by Assignee.

4. Terms of the Asset Purchase Agreement. This Trademark Assignment is being delivered pursuant to the terms of the Purchase Agreement. 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. Governing Law; Disputes. This Trademark Assignment shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, without reference to conflicts of law principles.

6. Successors and Assigns. The terms, covenants, and provisions of this Trademark Assignment shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

7. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

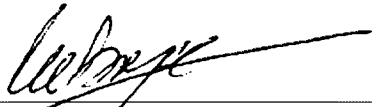
*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment to be effective as of the date first above written.

ASSIGNOR:

THAT'S HOW WE ROLL LLC, a Delaware limited liability company

Address:  
221 River Street, 12th Floor  
Hoboken, NJ 07030

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

Name: Lee A. Boyce

Title: President, Chief Executive Officer, and Chief Financial Officer

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 008402 FRAME: 0469**

**IN WITNESS WHEREOF**, the parties have executed this Trademark Assignment to be effective as of the date first above written.

**ASSIGNEE:**

DADDY RAY'S, INC., a Missouri corporation

Address:  
350 Fellowship Road  
Mount Laurel, NJ 08054

By: Ken Plunk  
Name: Ken Plunk  
Title: Vice President

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 008402 FRAME: 0470**

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Goods and Services</u></b>	<b><u>Registration Date</u></b>
USA	MRS. THINSTERS & Design	4784394	crispy dessert snacks consisting of cookies	August 4, 2015
USA	MRS. THINSTERS	4784393	crispy dessert snacks consisting of cookies, cakes, donuts, brownies or muffins	August 4, 2015
USA	MRS. THINSTERS	5680798	cookies	February 19, 2019
USA	MRS. THINSTERS	5853069	Crackers; flatbreads; bread; toast; bagels; cookies; cakes; pretzels; bagel chips; corn chips; pita chips; pretzel chips; tortilla chips	September 3, 2019
USA	THINSTERS	5771589	crispy dessert snacks consisting of cookies; cookies	June 4, 2019
USA	THINSTERS	5840968	crispy dessert snacks consisting of cakes, donuts, brownies or muffins; crackers; flatbreads; bread; toast; bagels; cakes; pretzels; bagel chips; corn chips; pita chips; pretzel chips; tortilla chips	August 20, 2019
USA	THINSTERS & Design	5771590	crispy dessert snacks consisting of cookies; cookies	June 4, 2019
USA	THINSTERS & Design	5840964	crispy dessert snacks consisting of cakes, donuts, brownies or muffins; crackers; flatbreads; bread; toast; bagels; cakes; pretzels; bagel chips; corn chips; pita chips; pretzel chips; tortilla chips	August 20, 2019
USA	COOKIE THINS & Design	4784395	crispy dessert snacks consisting of cookies, cakes, donuts, brownies or muffins	August 4, 2015

Canada	THINSTERS	TMA1132557	Crispy dessert snacks consisting of cookies, cakes, donuts, brownies or muffins; Crackers; flatbreads; bread; toast; bagels; cookies; cakes; pretzels; bagel chips; corn chips; pita chips; pretzel chips; tortilla chips	June 27, 2022
Canada	THINSTERS & Design	TMA1130140	Crispy dessert snacks consisting of cookies, cakes, donuts, brownies or muffins; Crackers; flatbreads; bread; toast; bagels; cookies; cakes; pretzels; bagel chips; corn chips; pita chips; pretzel chips; tortilla chips	May 26, 2022
Mexico	CAKETHINS	2009682	galletas, barquillos [obleas], bizcochos	June 13, 2019
Mexico	THINSTERS & Design	1988501	refrigerios de postres crujientes consistentes de galletas, pasteles, donas, brownies o panques [productos de pasteleria], galletas saladas [crackers], pan plano, pan tostado, bagels (rosca de pan), galletas, pasteles, pretzels (galletas saladas), chips de bagel, totopos de maiz, chips de pan de pita, chips de pretzel (galletas saladas), chips de tortilla.	April 8, 2019
China	MRS THINSTERS	29053446A	Mayonnaise , Leaven , Prefabricated edible gluten , Stiffening whipped cream (Preparations for -) , Tapiocoflour for food , Aromatic preparations for food , Make the cake with dough , convenience rice , Cream (Ice -)	February 7, 2019

TRADEMARK