

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HILL COUNTRY BAKERY, LLC (A TEXAS LIMITED LIABILITY COMPANY)	06/15/2018
RECEIVING PARTY DATA	
Name:	FGF LLC (A DELAWARE LIMITED LIABILITY COMPANY)
Street Address:	1295 ORMONT DRIVE
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M9L2W6
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D508632
Patent Number:	D596445
Patent Number:	D596448
Patent Number:	D596449
Patent Number:	D596453
Patent Number:	D596446
Patent Number:	D600507
Patent Number:	D600508
Patent Number:	D596450
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	VENISA DARK

SIGNATURE:	/Venisa Dark/
DATE SIGNED:	06/15/2018
Total Attachments: 3 source=2018-06-15 Patent Assignment from Hill Country Bakery to FGF#page1.tif source=2018-06-15 Patent Assignment from Hill Country Bakery to FGF#page2.tif source=2018-06-15 Patent Assignment from Hill Country Bakery to FGF#page3.tif	

PATENT ASSIGNMENT

This Patent Assignment (“Patent Assignment”), dated as of June 15, 2018 is made by Hill Country Bakery, LLC, a Texas limited liability company (“Seller”), in favor of FGF LLC, a Delaware limited liability company (“Buyer”), the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement between Buyer and Sellers, dated as of February 15, 2018 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance, to the following:

(a) the patent registrations set forth below and any patents or patent applications that issue therefrom or rely thereon for priority, including without limitation any continuation, continuation-in-part, division, reissue, reexamination, or extension of any of the foregoing (“**Assigned Patents**”):

- (i) U.S. Design Pat. No. D508,632 entitled *Cooking Indentation*;
- (ii) U.S. Design Pat. No. D596,445 entitled *Single Compartment #1 Fan Tray*;
- (iii) U.S. Design Pat. No. D596,448 entitled *Double Compartment #1 Fan Tray*;
- (iv) U.S. Design Pat. No. D596,449 entitled *Three-Compartment #1 Fan Tray*;
- (v) U.S. Design Pat. No. D596,453 entitled *Cover for #1 Fan Tray*;
- (vi) U.S. Design Pat. No. D596,446 entitled *Kit of #1 Fan Tray and Cover*;
- (vii) U.S. Design Pat. No. D600,507 entitled *#1 Fan Cookie Cutter*;
- (viii) U.S. Design Pat. No. D600,508 entitled *#1 Fan Candy Tray*; and
- (ix) U.S. Design Pat. No. D596,450 entitled *#1 Fan Individual Cupcake Tray*;

(b) all rights of any kind whatsoever of Seller 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, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents 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 Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Counterparts. This Patent 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 Patent 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 Patent Assignment.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

HILL COUNTRY BAKERY, LLC

By: [Signature]

Name: Steve O'Donnell

Title: Managing Partner

ACKNOWLEDGEMENT

State of Texas §

§

County of Bexar §

The foregoing instrument was acknowledged and executed before me by Steve O'Donnell, on this the 11 day of June 2018.



[Signature]
Notary Public, State of Texas