

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6719172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIFESTYLE FOODS UNLIMITED COMPANY	04/20/2021
RECEIVING PARTY DATA	
Name:	ARYZTA LLC
Street Address:	C/O THE CORPORATION TRUST COMPANY
Internal Address:	CORPORATION TRUST CENTER, 1209 ORANGE STREET
City:	CITY OF WILMINGTON, NEW CASTLE COUNTY
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7932079
Patent Number:	8328175
Patent Number:	8099826
Patent Number:	8763787
CORRESPONDENCE DATA	
Fax Number:	(213)891-0400
<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:	2138910700
Email:	IPDocket@Buchalter.com, pnulud@buchalter.com, mmandel@buchalter.com
Correspondent Name:	PHILIP NULUD
Address Line 1:	BUCHALTER
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500
Address Line 4:	LOS ANGELES, CALIFORNIA 90017
ATTORNEY DOCKET NUMBER:	A7903-2001
NAME OF SUBMITTER:	V. MONICA MANDEL
SIGNATURE:	/V. Monica Mandel/
DATE SIGNED:	05/19/2021
Total Attachments: 9	

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LIFESTYLE FOODS PATENT ASSIGNMENT AGREEMENT

LIFESTYLE FOODS UNLIMITED COMPANY

AND

ARYZTA LLC

THIS AGREEMENT is made on 20 April 2021

BETWEEN:

- (1) **LIFESTYLE FOODS UNLIMITED COMPANY** an unlimited company incorporated in Ireland under registration number 362469 and having its registered office at Grange Castle Business Park, New Nangor Road, Clondalkin, Dublin 22 (the "**Assignor**"); and
- (2) **ARYZTA LLC**, a limited liability corporation registered under the laws of Delaware and having its registered office at c/o The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, City of Wilmington, New Castle County, Delaware 19801, United States of America (the "**Assignee**"),

WHEREAS:

- (A) The Assignor is the legal and beneficial owner of the Assets (defined below).
- (B) The Assignor has agreed to assign the Assets to the Assignee on the terms set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Agreement the following expressions shall bear the following meanings:-

"Assets" means all of the Patents along with their associated rights, know-how and / or licences legally or beneficially owned by the Assignor and as described in the Schedule to this Agreement;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open for business in Ireland;

"Completion" means completion of the assignment of the Assets in accordance with Clause 3 of this Agreement;

"Consideration" means the consideration payable by the Assignee to the Assignor for the Assets set out in Clause 2.1 of this Agreement;

"Effective Date" means the date of this Agreement;

"€" and **"Euro"** means the lawful currency for the time being of Ireland;

"Parties" means the parties to this Agreement and **"Party"** shall be construed accordingly;

"Patents" means the patents set out in Schedule 1 to this Agreement;

"Tax Authority" means the Irish Revenue Commissioners with respect to Ireland and/or the equivalent local tax authority in any other jurisdiction; and

"VAT" means value added tax, sales tax or any similar, replacement or additional tax.

1.2 Construction

- (a) any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the

date of this Agreement) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Agreement);

- (b) words denoting any gender includes all genders and words denoting the singular include the plural and vice versa;
- (c) all references to recitals, sections, clauses, paragraphs, schedules and annexures are to recitals in, sections, clauses and paragraphs of and schedules and annexures to this Agreement;
- (d) headings are for convenience only and shall not affect the interpretation of this Agreement;
- (e) in construing this Agreement general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and any reference to the word "include" or "including" is to be construed without limitation;
- (f) any reference to "Agreement" or any other document or to any specified provision of this Agreement or any other document is to this Agreement, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this Agreement or that document;
- (g) any reference to a person shall be construed as a reference to any individual firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (h) any reference to a person includes his successors, personal representatives, and permitted assigns; and
- (i) "writing" or any similar expression includes transmission by fax or email.

2. ASSIGNMENT

- 2.1 In consideration of the sum of €3,783,324 (receipt of which the Assignor expressly acknowledges), the Assignor hereby agrees to assign to the Assignee and the Assignee hereby agrees to accept assignment of, with effect from the Effective Date, all right, title and interest of the Assignor in, to and over the Assets, including but not limited to income, royalties, claims for rendering of accounts and information, recall of products, the unrestricted right to use, license and enforce the Assets and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for future infringement of the rights assigned or to be assigned hereunder, to sell transfer and assign the Assets, to grant covenants not to sue etc., as far as such rights exist according to the relevant national patent laws.
- 2.2 The Assignor hereby authorises and requests that any official of any country whose duty it is to issue patents or other evidence or forms of industrial property to issue the same to the Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. **COMPLETION**

3.1 Completion shall take place on the Effective Date at a location outside of Ireland agreed between the parties whereupon the Assignor shall deliver to the Assignee:

- (a) all of the Assets hereby agreed to be assigned including all records in relation thereto and all deeds in relation to the Assets;
- (b) duly executed assignment of such of the Assets as are at Completion capable of assignment; and
- (c) all other deeds and documents, keys and codes necessary or expedient for the purpose of vesting in the Assignee all right, title and interest in and to each of the Assets and for the purpose of enabling the Assignee hereafter to have and enjoy the full benefit of this Agreement and the quiet and peaceable occupation use and enjoyment of each of the Assets.

3.2 Unless otherwise agreed between the Parties hereto the ownership to such of the Assets which are capable of transfer by delivery shall pass on delivery thereof on the Effective Date and such delivery shall take place at the appropriate location. All such items shall remain at the risk of the Assignor until Completion.

4. **FURTHER ASSURANCE**

4.1 From and after the Effective Date, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

4.2 Assignor shall take such steps and actions, and shall provide such cooperation and assistance, to Assignee an its successors, permitted assigns and legal representatives (including executing and delivering any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents) as may be reasonably necessary to effect, evidence or perfect the assignment of the Assets to Assignee.

5. **WARRANTIES**

5.1 The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Assets and it is properly registered as the applicant or proprietor;
- (b) it has not assigned or licensed any of the rights under the Assets;
- (c) each Asset is free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Assets or of anything that might render any of the Assets invalid or subject to a compulsory licence order or prevent any application in the Assets proceeding to grant;
- (e) so far as it is aware, exploitation of the Assets will not infringe the rights of any third party; and
- (f) all previous assignments of the Assets are valid.

6. **VAT**

6.1 The Parties shall use their best endeavours to ensure no VAT will be chargeable in respect of the assignment of the Assets hereby agreed to be made.

- 6.2 If, notwithstanding the provisions of Clause 6.1, any Tax Authority determines or otherwise notifies the Assignor that VAT is payable by the Assignor in respect of the assignment under this Agreement, the Assignor shall timely pay such VAT to the applicable Tax Authority.

7. MISCELLANEOUS PROVISIONS

7.1 Survival of Obligations

The provisions of this Agreement which shall not have been performed on Completion shall remain in full force and effect notwithstanding Completion.

7.2 Binding on Successors

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representatives, successors and permitted assigns.

7.3 Waiver

A waiver by one party of any breach of the terms, provisions or conditions of this Agreement or the acquiescence of a party hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach of aforesaid shall not constitute a general waiver of such term, provision or contribution or of any subsequent act contrary thereto.

7.4 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same Agreement. This Agreement shall become effective and be dated (and each counterpart shall be dated) on the date first written above between the Parties which have executed and delivered a counterpart. Immediate evidence that a counterpart engrossment has been executed may be provided by transmission of such counterpart engrossment by fax machine or a scanned version thereof by email with the original executed counterpart engrossment to be put in the post as soon as practicable thereafter.

7.5 Assignment

This Agreement shall not be assignable in whole or in part by the Parties hereto.

7.6 Notices

- (a) Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand or sent by prepaid registered post addressed to the party to whom such notice is to be given at the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the provisions of this Clause).
- (b) Any notice referred to in Clause 7.6(a) shall be deemed to have been duly given if delivered, at the time of delivery and if sent by prepaid registered post as aforesaid, two (2) Business Days after the same shall have been posted.

7.7 Variation

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

7.8 Announcement

No announcement or disclosure regarding all or any part of the transactions contemplated by this Agreement shall be made by any of the Parties without the prior written approval of the other Party

save for any such announcement as is required to be made under any applicable law in which case the announcement shall be made only after consultation with the other Parties and after the other Party has, where practicable, been given the opportunity to approve such announcement.

7.9 Whole Agreement

This Agreement contains the whole agreement between the Parties relating to the transactions provided for in this Agreement and supersedes all previous agreements (if any) between such Parties in respect of such matters and each of the Parties acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except for those contained in this Agreement.

7.10 Severability

Each of the provisions of this Agreement is separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof and of that provision in any other jurisdiction shall not in any way be affected or impaired thereby.

7.11 Costs

Each Party shall bear any costs, fees or expenses incurred by it in connection with negotiating, preparing and entering into this Agreement.

7.12 Governing Law and Jurisdiction

This Agreement and all non-contractual obligations arising from or connected with it are governed by and construed in accordance with the laws of Ireland. Each of the Parties hereto hereby agrees that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Agreement and for such purposes irrevocably submits to the jurisdiction of the courts of Ireland.

IN WITNESS whereof the Parties have entered into this Agreement the day and year first herein **WRITTEN**.

SCHEDULE 1


PATENTS

Country	Patent Number	Application Number	Registration Date
USA	7932079	12/097903	26/04/2011
USA	8328175	12/279975	11/12/2012
USA	8099826	12/097915	24/01/2012
USA	8763787	13/387455	01/07/2014
Canada	2607342	2607342	24/09/2013
Canada	2607339	2607339	01/10/2013
Canada	2768630	2768630	30/05/2017

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SIGNED for and on behalf
of **LIFESTYLE FOODS UNLIMITED
COMPANY**

by Sean Murphy in the presence of:-



Signature

Witness' Signature

Witness' Address

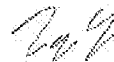
Witness' Occupation

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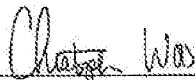
SIGNED for and on behalf

of **ARYZTA LLC**

by Tyson Yu in the presence of:-



Signature



Witness' Signature

Witness' Address

VP & General Counsel

Witness' Occupation

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