

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT7954192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DITSCH USA, LLC	05/12/2023
RECEIVING PARTY DATA	
Name:	HAWTHORNE FOOD COMPANY
Street Address:	117 BEAVER STREET, STE. 100
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02452
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D910270
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ATTORNEY DOCKET NUMBER:	2838.0001
NAME OF SUBMITTER:	REBECCA WEISENBERG
SIGNATURE:	/Rebecca Weisenberg/
DATE SIGNED:	05/15/2023
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of May 12, 2023, is made by Ditsch USA, LLC ("**Assignor**"), an Ohio limited liability company, located at 311 Northland Boulevard, Springdale, OH 45246, in favor of Hawthorne Food Company, a Massachusetts corporation, located at 117 Beaver Street, Suite 100, Waltham, MA 02452 ("**Assignee**"), the designee of certain patent assets of Assignor pursuant to a letter agreement between Assignor and Assignee dated as of May 12, 2023 (the "**Letter Agreement**").

WHEREAS, under the terms of the Letter Agreement, Assignor has agreed to convey, transfer, and assign to Assignee certain patents of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Patents**");

(a) the patents and patent applications set forth in Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals, and foreign equivalents thereof (the "**Patents**");

(b) all 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, 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. Assignor 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 Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

3. Terms of the Letter Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Letter Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Letter 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 direct conflict between the terms of the Letter Agreement and the terms hereof, the terms of the Letter Agreement shall govern.

4. 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 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.

5. 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.


6. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment as of the date first above written.

ASSIGNOR:

DITSCH USA, LLC



By: _____

Name: THORSTEN SCHRÖEDER

Title: CFO

ASSIGNEE:

HAWTHORNE FOOD COMPANY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment as of the date first above written.

ASSIGNOR:

DITSCH USA, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

HAWTHORNE FOOD COMPANY

By:  _____
Name: William C Deacon
Title: CEO

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
BRAIDED PRETZEL	United States	D910,270	February 16, 2021