

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KELLOGG NORTH AMERICA COMPANY		07/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ferrara Candy Company		
Street Address:	404 W. Harrison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2540349	STRETCH ISLAND	
Registration Number:	4515719	HARVEST ACRES	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	612-332-5300		
Email:	mmorris@merchantgould.com		
Correspondent Name:	Andrew S. Ehard		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	15428.0923US01		
NAME OF SUBMITTER:	Andrew S. Ehard		
SIGNATURE:	/Andrew S. Ehard/		
DATE SIGNED:	05/06/2020		
Total Attachments: 5			
source=13943743_1#page1.tif			
source=13943743_1#page2.tif			
source=13943743_1#page3.tif			

OP \$65.00 2540349

source=13943743_1#page4.tif

source=13943743_1#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into on July 28, 2019 by and between Kellogg Company, a Delaware corporation (“**Seller**”), and Kellogg North America Company, a Delaware corporation (“**Assignors**”), and Ferrara Candy Company, an Illinois corporation (“**Assignee**”) (Assignors and Assignee are each hereinafter referred to as a “**Party**,” and collectively, as the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Seller and Ferrero International S.A., a Luxembourg société anonyme (“**Purchaser**”), have entered into that certain Stock and Asset Purchase Agreement, dated as of March 31, 2019 (the “**Purchase Agreement**”), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Seller has agreed to, and to cause the other Seller Entities to, sell, assign, transfer and convey to Purchaser or one of more of its Affiliates at the Closing all of their right, title and interest in and to the Purchased Assets, including the Business Owned Intellectual Property that, in each case, is used primarily in, or held primarily for use in, the business, as conducted by Seller prior to the Closing, of developing, manufacturing, marketing, distributing and/or selling Fruit Snacks and Fruit Strips throughout the world (including the Business Owned Intellectual Property listed on Attachment A) (such Business Owned Intellectual Property, collectively, the “**Assigned IP Assets**”); and

WHEREAS, Assignee wishes to acquire and accept all of Assignors’ right, title and interest in, to and under the Assigned IP Assets, and Assignors wish to sell, assign, transfer, convey and deliver to Assignee all of such right, title and interest in, to and under the Assigned IP Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Assignment and the Purchase Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Assigned IP Assets. Assignors do hereby irrevocably sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee does hereby acquire and accept, all of Assignors’ right, title and interest in, to and under the Assigned IP Assets throughout the universe and all rights corresponding thereto, free and clear of all Liens, together with all goodwill appurtenant to any Marks included in the Assigned IP Assets, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignors’ rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Assigned IP Assets, (b) claim priority under United States law or international convention with respect to the Assigned IP Assets, (c) sue, counterclaim and otherwise bring actions and recover damages and payments for past, present, and future infringement, misappropriation, dilution or other violation of the Assigned IP Assets, and (d) grant licenses or other interests in or to the Assigned IP Assets.

2. Subject to Purchase Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest 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.

3. Authorization. Assignors do hereby authorize and request the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the copyrights included in the Assigned IP Assets (including those listed on Attachment A), and (b) Commissioners for Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the Patents and Marks included in the Assigned IP Assets (including those listed on Attachment A).

4. Electronic Transfer, Transfer Forms. Assignors agree to cooperate with Assignee, at Assignors' cost, to promptly transfer the Internet Properties included in the Assigned IP Assets (including those listed on Attachment A) electronically from Assignors' account, as applicable, to Assignee's account (such that Assignee will be listed as the registrant of such domain names in the WHOIS database) and Assignors shall deliver all passwords, authorization codes or similar information necessary to transfer to Assignee all such Internet Properties.

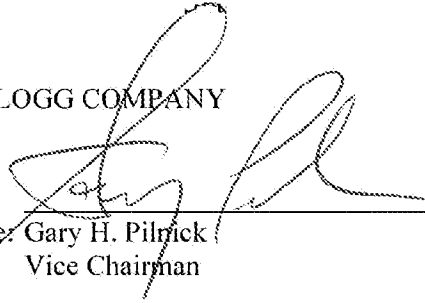
5. Further Assurances. Assignors do hereby covenant and agree with Assignee to execute and deliver to Assignee and any successors, designees or assigns of Assignee at Assignee's cost such other and further instruments of sale, assignment, transfer, conveyance and delivery and all such further assurances, notices, releases, acquittances and other documents, consents and waivers as may be necessary or reasonably requested by Assignee or any such successors, designees or assigns in order to put them in possession of or vest in them or confirm, evidence, perfect, maintain, enforce or protect their title to and right to use and enjoy the Assigned IP Assets, including, without limitation, all documents necessary to record in the name of Assignee, or any of Purchaser's other Affiliates designated by Assignee, the assignment of the Patents and Marks included in the Assigned IP Assets with the United States Patent and Trademark Office and the copyrights included in the Assigned IP Assets with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and any transfer documents required by a domain name registrar or social media website.

6. Miscellaneous. This Assignment shall be subject to all applicable provisions of Article XI of the Purchase Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written but effective as of the Closing Date.

KELLOGG COMPANY

By: 
Name: Gary H. Pilnick
Title: Vice Chairman


KELLOGG NORTH AMERICA COMPANY


By: 
Name: Gary H. Pilnick
Title: President

[Signature Page to FCC Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written but effective as of the Closing Date.

FERRARA CANDY COMPANY

By: 
Name: Todd Siwak
Title: President and Chief Executive Officer

By: 
Name: Maurizio Ficarra
Title: Chief Financial Officer

{Signature Page to Intellectual Property Assignment Agreement}

TRADEMARK
REEL: 006931 FRAME: 0549

Attachment A
Marks

Country	Mark With Image	Status	Application #	File Date	Registration #	Registration Date	Owner Name	Goods/Services
CHINA	STRETCH ISLAND	PENDING	28713517	1/16/2018			Kellogg Company	029 - Seaweed extracts for food; Fish, not live; Fruits, tinned [canned (Am.)]; Fruit pulp; Fruit peel; Fruit chips; Fruit- based snack food; Processed apple; Apple chips; Dried strawberry; Dried fruit; Mixed dried fruit; Processed apricot; Processed areca- nut; Vegetables, dried; Eggs; Milk products; Edible fats; Muller roe salads; Fruit jellies; Nuts, prepared; Dried edible mushroom; Albumen for culinary purposes.
UNITED STATES	HARVEST ACRES	REGISTERED	85797,063	12/07/2012	4,515,719	4/15/2014	Kellogg North America Company	029 - Dehydrated fruit snacks
UNITED STATES	STRETCH ISLAND	REGISTERED	76258,070	5/15/2001	2,540,349	2/19/2002	Kellogg North America Company	029 - dried fruit

TRADEMARK

REEL: 006931 FRAME: 0550

RECORDED: 05/06/2020