

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625422

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900584847

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The J.M. Smucker Company		12/01/2020	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	B&G Foods North America, Inc.
<b>Street Address:</b>	Four Gatehall Drive
<b>Internal Address:</b>	Suite 110
<b>City:</b>	Parsippany
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5163047	COOKING PRO
Registration Number:	0781848	CRISCO
Registration Number:	1081932	CRISCO
Registration Number:	1858740	
Registration Number:	1858741	
Registration Number:	3021362	CRISCO PROFESSIONAL
Registration Number:	4996801	GRILL MASTER
Registration Number:	4996802	SAUTÉ EXPERT
Registration Number:	3121804	SIMPLE MEASURES
Registration Number:	3270959	SIMPLE TOUCH

## CORRESPONDENCE DATA

Fax Number: 3128278185

*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.*

Phone: 312-807-4350

Email: citrademarks@klgates.com, valerie.swanson@klgates.com,  
sana.hakim@klgates.com

Correspondent Name: Sana Hakim c/o K&amp;L Gates LLP

TRADEMARK

**Address Line 1:** P.O. Box 1135  
**Address Line 4:** Chicago, ILLINOIS 60690-1135

**ATTORNEY DOCKET NUMBER:** 3709483-2455

**NAME OF SUBMITTER:** Sana Hakim

**SIGNATURE:** /sh/

**DATE SIGNED:** 02/09/2021

**Total Attachments: 12**

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**U.S. INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

U.S. INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this “Assignment”), dated as of the Closing Date, by and between The J. M. Smucker Company, an Ohio corporation, with its principal place of business at One Strawberry Lane, Orrville, Ohio, 44667, and its Affiliates set forth on the signature pages hereto (collectively, the “Assignor”), and B&G Foods North America, Inc., a Delaware corporation, with its principal place of business at Four Gatehall Drive, Parsippany, New Jersey 07054 (“Assignee”).

**WITNESSETH:**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 26, 2020 (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Purchase Agreement”);

WHEREAS, Assignor owns the Acquired U.S. Intellectual Property, including but not limited to the trademark registrations as set forth on Schedule I (collectively, the “Assigned Intellectual Property”);

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title and interest in and to the Assigned Intellectual Property;

WHEREAS, Assignee is the successor to the ongoing and existing portion of the business of Assignor to which the Assigned Intellectual Property pertain; and

WHEREAS, pursuant to the Purchase Agreement the Assignor has agreed to execute and deliver this Assignment to Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment of Rights. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all rights, title and interests in the United States and its territories in and to, free and clear of all Encumbrances, (a) the Assigned Intellectual Property, (b) the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith, (c) all applications and registrations for the Assigned Intellectual Property and (d) any and all rights, benefits, privileges and proceeds under the Assigned Intellectual Property in the United States and its territories, including, without limitation, (i) all rights of priority therein as may now or hereafter be granted to it by law, treaty or other international convention, (ii) all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Intellectual Property, including, without limitation, the right to compromise, sue for and collect such profits and damages, (iii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof and (iv) the exclusive right to grant

licenses or other interest therein; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

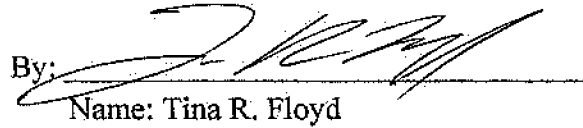
2. Further Assurances. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action, as may reasonably be necessary to give effect to the transactions contemplated by this Assignment.
3. No Alteration. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Purchase Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern.
4. Definitions. Capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement.
5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
6. Severability. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Intellectual Property.
7. Miscellaneous. This Assignment is executed and delivered pursuant to, and is in accordance with, the Purchase Agreement. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of Article IX of the Purchase Agreement, other than Sections 9.11 and 9.12 thereof, will govern this Agreement, mutatis mutandis.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

THE J. M. SMUCKER COMPANY

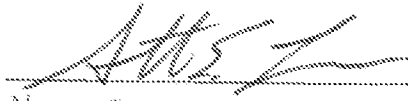
As Assignor

By: 

Name: Tina R. Floyd

Title: Senior Vice President and General  
Manager, Consumer Foods

B&G FOODS NORTH AMERICA, INC.  
As Assignee

By:   
Name: Scott E. Lerner  
Title: Executive Vice President

*[Signature Page to U.S. Intellectual Property Assignment Agreement]*

**TRADEMARK**

**REEL: 007183 FRAME: 0477**

**Affidavit - Assignment between The J.M.  
Smucker Company and B&G Foods North  
America, Inc.**

I, Sana Hakim, Attorney of Record for B&G Foods North America, Inc., hereby declares:

1. In the Assignment between The J.M. Smucker Company and B&G Foods North America, Inc. ("Assignment"), the first paragraph states the assignment is dated as of the Closing Date.
2. The Asset Purchase Agreement referenced in the first WHEREAS clause was signed October 26, 2020.
3. The transaction closed on December 1, 2020 (see Press Release dated December 2020 attached as Exhibit A), which is the Closing Date and, thus, the effective date of the Assignment.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that the facts set forth in this Declaration are true; all statements made of her own knowledge are true; and all statements made on information and belief are believed to be true.

Date: Feb. 9, 2021



\_\_\_\_\_  
Sana Hakim

DECEMBER 1, 2020

# B&G Foods Completes Acquisition of Iconic Crisco® Brand

[home \(/\)](#) / [investors \(/investor-relations\)](#) / [news & events \(/investor-relations/news\)](#)

PARSIPPANY, N.J.--(BUSINESS WIRE)--Dec. 1, 2020-- B&G Foods, Inc. (NYSE: BGS) announced that effective today it has completed the acquisition of the iconic *Crisco* brand of oils and shortening from The J. M. Smucker Co. for \$550 million in cash, subject to a customary adjustment based upon inventory at closing. As part of the acquisition, B&G Foods also acquired a manufacturing facility and warehouse in Cincinnati, Ohio.

B&G Foods expects the acquisition to be immediately accretive to its earnings per share and free cash flow. B&G Foods projects that in 2021, the acquired business will continue to benefit from increased demand due to the COVID-19 pandemic and generate annual net sales of approximately \$270 million, adjusted EBITDA in the range of \$65 million to \$70 million and adjusted diluted earnings per share in the range of \$0.45 to \$0.50. Because the acquisition was structured as an asset purchase, B&G Foods expects to realize approximately \$75 million in tax benefits on a net present value basis. At the midpoint of B&G Foods' 2021 projected adjusted EBITDA for the business, the acquisition represents a purchase price multiple of approximately 8.1 times adjusted EBITDA (or 7.0 times adjusted EBITDA net of expected tax benefits).

*Crisco* is the original all-vegetable shortening that transformed the way people bake and cook over 100 years ago. *Crisco* is the number one brand of shortening, the number one brand of vegetable oil and also holds a leadership position in other cooking oils and cooking sprays.

B&G Foods funded the acquisition and related fees and expenses with cash on hand and revolving loans under its existing credit facility.

## About B&G Foods, Inc.

Based in Parsippany, New Jersey, B&G Foods and its subsidiaries manufacture, sell and distribute high-quality, branded shelf-stable and frozen foods across the United States, Canada and Puerto Rico. With B&G Foods' diverse portfolio of more than 50 brands you know and love, including *Back to Nature*, *B&G*, *B&M*, *Cream of Wheat*, *Dash*, *Green Giant*, *Las Palmas*, *Le Sueur*, *Mama Mary's*, *Maple Grove Farms*, *New York Style*, *Ortega*, *Polaner*, *Spice Islands* and *Victoria*, there's a little something for everyone. For more information about B&G Foods and its brands, please visit [www.bgfoods.com](http://www.bgfoods.com) (<https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.bgfoods.com&esheet=52340663&newsitemid=20201201005975&lan=enUS&anchor=www.bgfoods.com&index=1&md5=601be3996340c22520ada7c77e78752f>).

## About Non-GAAP Financial Measures and Items Affecting Comparability

"Adjusted diluted earnings per share" (diluted earnings per share adjusted for certain items that affect comparability, including cash and non-cash acquisition/divestiture-related expenses, gains and losses (which may include third party fees and expenses, integration, restructuring and consolidation expenses and amortization of acquired



inventory fair value step-up)); "EBITDA" (net income before net interest expense, income taxes, depreciation and amortization and loss on extinguishment of debt), and "adjusted EBITDA" (EBITDA as adjusted for cash and non-cash acquisition/divestiture-related expenses, gains and losses (which may include third party fees and expenses, integration, restructuring and consolidation expenses, amortization of acquired inventory fair value step-up and gains and losses on the sale of assets), non-recurring expenses and certain other items described from time to time in the Company's SEC filings and earnings releases) are "non-GAAP financial measures." A non-GAAP financial measure is a numerical measure of financial performance that excludes or includes amounts so as to be different than the most directly comparable measure calculated and presented in accordance with generally accepted accounting principles in the United States (GAAP) in B&G Foods' consolidated balance sheets and related consolidated statements of operations, comprehensive income, changes in stockholders' equity and cash flows. Non-GAAP financial measures should not be considered in isolation or as a substitute for the most directly comparable GAAP measures. The Company's non-GAAP financial measures may be different from non-GAAP financial measures used by other companies.

B&G Foods provides earnings guidance only on a non-GAAP basis and does not provide a reconciliation of the Company's forward-looking adjusted EBITDA and adjusted diluted earnings per share guidance to the most directly comparable GAAP financial measures because of the inherent difficulty in forecasting and quantifying certain amounts that are necessary for such reconciliations, including deferred taxes; loss on extinguishment of debt; adjustments that could be made for acquisition/divestiture-related expenses, gains and losses and other charges reflected in the Company's reconciliation of historic non-GAAP financial measures, the amounts of which, based on past experience, could be material.

#### Forward-Looking Statements

*Statements in this press release that are not statements of historical or current fact constitute "forward-looking statements." The forward-looking statements contained in this press release include, without limitation, statements related to the expected impact of the acquisition, including without limitation, the expected impact on B&G Foods' earnings per share, net sales, adjusted EBITDA, adjusted diluted earnings per share and free cash flow, and the expected tax benefits of the acquisition. Such forward-looking statements involve known and unknown risks, uncertainties and other unknown factors that could cause the actual results of B&G Foods to be materially different from the historical results or from any future results expressed or implied by such forward-looking statements. In addition to statements that explicitly describe such risks and uncertainties readers are urged to consider statements labeled with the terms "believes," "belief," "expects," "projects," "intends," "anticipates," "assumes," "could," "should," "estimates," "potential," "seek," "predict," "may," "will," or "plans" and similar references to future periods to be uncertain and forward-looking. Factors that may affect actual results include, without limitation: whether and when the Company will be able to realize the expected financial results and accretive effect of the acquisition, and how customers, competitors, suppliers and employees will react to the acquisition; the impact of the COVID-19 pandemic on the Company's business, including, without limitation, the ability of the Company and its supply chain partners to continue to operate manufacturing facilities, distribution centers and other work locations without material disruption; the Company's substantial leverage; the effects of rising costs for the Company's raw materials, packaging and ingredients; crude oil prices and their impact on distribution, packaging and energy costs; the Company's ability to successfully implement sales price increases and cost saving measures to offset any cost increases; intense competition, changes in consumer preferences, demand for the Company's products and local economic and market conditions; the Company's continued ability to promote brand equity successfully, to anticipate and respond to new consumer trends, to develop new products and markets, to broaden brand portfolios in order to compete effectively with lower priced products and in markets that are consolidating at the retail and manufacturing levels and to improve productivity; the risks associated with the expansion of the Company's business; the Company's possible inability to identify new acquisitions or to integrate recent or future acquisitions or the Company's failure to realize anticipated revenue enhancements, cost savings or other synergies; tax reform and legislation, including the effects of the U.S. Tax Cuts and Jobs Act and the U.S. CARES Act; the Company's ability to access the credit markets and the Company's borrowing costs and credit ratings, which may be influenced by credit*

*markets generally and the credit ratings of the Company's competitors; unanticipated expenses, including, without limitation, litigation or legal settlement expenses; the effects of currency movements of the Canadian dollar and the Mexican peso as compared to the U.S. dollar; the effects of international trade disputes, tariffs, quotas, and other import or export restrictions on the Company's international procurement, sales and operations; future impairments of the Company's goodwill and intangible assets; the Company's ability to successfully complete the implementation of additional modules and the integration and operation of a new enterprise resource planning (ERP) system; the Company's ability to protect information systems against, or effectively respond to, a cybersecurity incident or other disruption; the Company's sustainability initiatives and changes to environmental laws and regulations; and other factors that affect the food industry generally. The forward-looking statements contained herein are also subject generally to other risks and uncertainties that are described from time to time in B&G Foods' filings with the Securities and Exchange Commission, including under Item 1A, "Risk Factors" in the Company's Annual Report on Form 10-K for fiscal 2019 filed on February 26, 2020 and in its subsequent reports on Forms 10-Q and 8-K. Investors are cautioned not to place undue reliance on any such forward-looking statements, which speak only as of the date they are made. B&G Foods undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.*

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**Investor Relations:**

ICR, Inc.

Dara Dierks

866.211.8151

**Media Relations:**

ICR, Inc.



Matt Lindberg

203.682.8214

Source: B&G Foods, Inc.

SCHEDULE I

**Assigned Intellectual Property**

Owner	Trademark	Country	Application No	Registration No	Registration Date	Int. Classes	Trademark Status
The J. M. SMUCKER COMPANY	COOKING PRO	United States of America	86809871	5163047	Mar 14 2017	29	Registered
THE J. M. SMUCKER COMPANY	CRISCO	United States of America	72193211	0781848	Dec 15 1964	29	Registered
THE J. M. SMUCKER COMPANY	CRISCO	United States of America	73124389	1081932	Jan 10 1978	29	Registered
THE J. M. SMUCKER COMPANY	CRISCO (TALL BOTTLE DEVICE)	 United States of America	74433676	1858740	Oct 18 1994	29	Registered
THE J. M. SMUCKER COMPANY	CRISCO (TALL BOTTLE DEVICE)	 United States of America	74433689	1858741	Oct 18 1994	29	Registered
THE J. M. SMUCKER COMPANY	CRISCO PROFESSIONAL	United States of America	76461034	3021362	Nov 29 2005	29	Registered
The J. M. SMUCKER COMPANY	GRILL MASTER	United States of America	86809863	4996801	Jul 12 2016	29	Registered
The J. M. SMUCKER COMPANY	SAUTÉ EXPERT	United States of America	86809866	4996802	Jul 12 2016	29	Registered
THE J. M. SMUCKER COMPANY	SIMPLE MEASURES	United States of America	78477241	3121804	Jul 25 2006	29	Registered
THE J. M. SMUCKER COMPANY	SIMPLE TOUCH	United States of America	77008462	3270959	Jul 31 2007	29	Registered