

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788602

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900741063		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Back to Nature Foods Company, LLC		12/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	B&G Foods North America, Inc.		
Street Address:	Four Gatehall Drive		
Internal Address:	Suite 110		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1813101	SNACKWELL'S	
Registration Number:	2897440	SNACKWELL'S	
Registration Number:	4094726	SNACKWELL'S	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-807-4350		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com, sana.hakim@klgates.com		
Correspondent Name:	Sana Hakim c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3709483.02657		
NAME OF SUBMITTER:	Sana Hakim		
SIGNATURE:	/sh/		
DATE SIGNED:	02/22/2023		

Total Attachments: 6

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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Assignment Agreement") is duly made, executed and delivered as of December 29, 2022 ("Effective Date"), by and among Back to Nature Foods Company, LLC, a Delaware limited liability company ("Assignor"), B&G Foods North America, Inc., a Delaware corporation ("Assignee") and BTN Holdco, a Delaware corporation ("BTN Holdco").

WHEREAS, Assignor, Assignee and BTN Holdco have entered into that certain Distribution of Assets Agreement, dated as of the date hereof (the "Distribution Agreement"), pursuant to which, among other things, Assignor has distributed certain assets, including all of the trademarks listed on Exhibit A (the "Trademarks") and all goodwill associated therewith, to Assignee and BTN Holdco, on a pro rata basis in accordance with their membership interests in Assignor, and BTN Holdco has subsequently, among other things, distributed its pro rata interest in such Trademarks and all goodwill associated therewith to Assignee;

WHEREAS, pursuant to the Distribution Agreement and to effectuate the distributions made therein, Assignor desires to sell, convey, transfer, deliver and assign to Assignee all of the Trademarks and all goodwill associated therewith; and

WHEREAS, Assignee desires to acquire the Trademarks on the terms set forth in the Distribution Agreement and this Assignment Agreement.

NOW, THEREFORE, Assignor, Assignee and BTN Holdco agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to Assignee, its successors and assigns, in perpetuity, all of Assignor's right, title and interest in and to all the Trademarks, including all common law rights, and the goodwill associated therewith, including all of Assignor's rights under applicable law or international convention, and all claims, remedies and causes of action to recover damages for past, present and future infringement or other violation of the Trademarks throughout the world.

2. Further Assurances. Assignor shall provide Assignee, its successors and assigns with such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Assignee or any of its affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignor shall reasonably cooperate therewith. Assignor shall not assert any right, title or interest in or to any of the Trademarks and shall not use any of the Trademarks except as may be expressly authorized by Assignee in writing.

3. Controlling Law and Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other

jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

4. Entire Agreement; Amendment; Waiver. This Assignment Agreement, together with its Exhibit A, and the Distribution Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Assignment Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto. No waiver of any of the provisions of this Assignment Agreement shall be deemed or shall constitute a waiver of any other provision of this Assignment Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

6. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

7. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

BACK TO NATURE FOODS COMPANY, LLC

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

B&G FOODS NORTH AMERICA, INC.

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

BTN HOLDCO, INC.

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

EXHIBIT A

Trademarks – US and Canada

<u>Mark</u>	<u>Status</u>	<u>Country</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration Date</u>	<u>Registration #</u>	<u>Classes Combined</u>
SNACKWELL'S	REGISTERED	CANADA	1/5/1993	0719899	1/6/1995	TMA437945	N/A
SNACKWELL'S	REGISTERED	CANADA	4/7/1995	0779953	3/12/1998	TMA491316	N/A
SNACKWELL'S	REGISTERED	UNITED STATES	11/6/1991	74/801,437	12/21/1993	1,813,101	030
SNACKWELL'S	REGISTERED	UNITED STATES	10/30/2003	78/320,755	10/26/2004	2,897,440	030
SNACKWELL'S	ABANDONED	UNITED STATES	11/18/2010	85/975,993	1/31/2012	4,094,726	030

Additional Trademarks

<u>Mark</u>	<u>Status</u>	<u>Country</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration Date</u>	<u>Registration #</u>	<u>Classes Combined</u>
SNACKWELL'S	REGISTERED	AUSTRIA	12/6/1994	6190/1994	2/24/1995	156914	030
SNACKWELL'S	ABANDONED	BOTSWANA	3/8/1999	M9900161	3/8/1999	BW/M/1999/00161	030
SNACKWELL'S	ABANDONED	BRAZIL	12/12/1994	818212624	6/16/1998	818212624	030
SNACKWELL'S	REGISTERED	CHINA	12/29/1994	911392	12/7/1996	911392	030
SNACKWELL'S	REGISTERED	COLOMBIA	12/29/1994	94059077	4/19/1995	175325	030
SNACKWELL'S	REGISTERED	CUBA	2/20/1995	388/95	8/30/1995	122503	030
SNACKWELL'S	REGISTERED	DENMARK	12/7/1994	VR199408609	2/3/1995	VR199500968	030
SNACKWELL'S	REGISTERED	DOMINICAN REPUBLIC	4/15/1995	77186	4/15/1995	77186	030
SNACKWELL'S	REGISTERED	EL SALVADOR	7/14/1997	1994004775	7/17/1997	127BOOK58	030
SNACKWELL'S	REGISTERED	EUROPEAN UNION (EUTM)	9/22/2014	013288097	2/10/2015	013288097	030
SNACKWELL'S	REGISTERED	FINLAND	12/13/1994	6236/94	8/21/1995	139735	030
SNACKWELL'S	REGISTERED	FRANCE	12/7/1994	94548106	12/7/1994	94548106	030
SNACKWELL'S	REGISTERED	HONG KONG	4/12/1995	1998B02967	3/27/1998	1998B02967	030
SNACKWELL'S	ABANDONED	IRELAND	12/15/1994	168579	6/25/1997	168579	030
SNACKWELL'S	REGISTERED	IRELAND	8/13/2004	230297	3/8/2005	230297	029
SNACKWELL'S	REGISTERED	ITALY	2/3/1995	MI95C001100	9/19/1997	1638093	030
SNACKWELL'S	REGISTERED	JAPAN	12/13/1994	H06-125846	6/27/1997	3327180	030
SNACKWELL'S	REGISTERED	LATVIA	1/3/1995	M-95-7	1/20/1997	M36284	030
<u>Mark</u>	<u>Status</u>	<u>Country</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration Date</u>	<u>Registration #</u>	<u>Classes Combined</u>
SNACKWELL'S	REGISTERED	LITHUANIA	1/31/1995	95-0324	7/13/1998	28447	030
SNACKWELL'S	ABANDONED	MEXICO	6/12/2012	1286609	12/18/2012	1321332	030
SNACKWELL'S	REGISTERED	POLAND	1/20/1995	Z-142610	9/30/1997	R.095496	030
SNACKWELL'S	REGISTERED	PORTUGAL	1/6/1995	000306392	12/20/1995	306392	030
SNACKWELL'S	REGISTERED	ROMANIA	1/31/1995	033659	9/22/1998	023762	030
SNACKWELL'S	REGISTERED	SPAIN	1/12/1995	M1940722	7/16/1996	M1940722	030

SNACKWELL'S	ABANDONED	TUNISIA	1/7/1995	EE950136	1/7/1995	EE950136	030
SNACKWELL'S	REGISTERED	UNITED KINGDOM	12/7/1994	2004457	10/20/1995	UK-00002004457	030
SNACKWELL'S	REGISTERED	UNITED KINGDOM	7/16/2004	UK00002368376	5/13/2005	UK00002368376	030
SNACKWELL'S	REGISTERED	UNITED KINGDOM	9/22/2014	UK00913288097	2/10/2015	UK00913288097	030
SNACKWELL'S	REGISTERED	VENEZUELA	12/19/1994	16869-94	4/12/2002	P-237.310	030

Unregistered Trademark

Mark
LIVE WELL. SNACK WELL