

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Entity Type |
| | TOLO Food Management, LLC | | LIMITED LIABILITY COMPANY: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Modmarket, LLC | | |
| Street Address: | 322 Crawford Street | | |
| City: | Golden | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80401 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: COLORADO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 3782131 | MODMARKET |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5037785499 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 503-778-5254 | | |
| Email: | sandititzler@dwt.com | | |
| Correspondent Name: | Sandi Titzler, Davis Wright Tremaine | | |
| Address Line 1: | 1300 SW Fifth Avenue, Suite 2400 | | |
| Address Line 4: | Portland, OREGON 97201-5610 | | |
| ATTORNEY DOCKET NUMBER: | 95379-4 | | |
| NAME OF SUBMITTER: | Sandi Titzler, Davis Wright Tremaine | | |
| Signature: | /Sandi Titzler/ | | |
| Date: | 12/17/2012 | | |
| Total Attachments: 1 source=Modmarket doc-signed#page1.tif | | | |

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TRADEMARK ASSIGNMENT

TOLO Food Management, LLC, a Colorado limited liability company (“**Assignor**”), is the owner of the following trademark and associated registration (the “**Mark**”):

| Jurisdiction | Mark | Registration No. |
|-------------------------|-----------|------------------|
| United States (Federal) | MODMARKET | 3,782,131 |

Modmarket, LLC, a Colorado limited liability company with a principal place of business at 322 Crawford Street, Golden, Colorado 80401 (“**Assignee**”), is desirous of acquiring said trademark and registration.

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest, including common law rights, in the United States of America in and to said Mark together with the goodwill of the business associated therewith and symbolized thereby, and all rights, interests, claims and demands recoverable in law or in equity that Assignor has or may have in profits and damages for past, present and future infringements thereof, including but not limited to the right to compromise, sue for and collect said profits and damages.

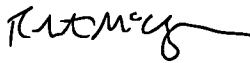
Assignor shall execute and deliver to Assignee such other instruments of transfer and to do all such other acts and things as shall be reasonably necessary or appropriate to vest in Assignee title to the Mark and to comply with the purposes and intent of this assignment.

This Assignment shall be effective on the date of execution by Assignor.

Signed at _____, _____
(city where signed) (state where signed)

Date: 12/12/12


TOLO Food Management, LLC

By: 

Printed name: Robert McColgan, Managing Member

Agreed and Acknowledged:

Modmarket, LLC

By: 

Printed name: Robert McColgan, Managing Member