

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303160

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Georgios Nikas		04/28/2014	INDIVIDUAL: GREECE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GRK Fresh Holdings LLC		
<b>Street Address:</b>	304 Park Avenue South, 11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85788345	GRK FRESH GREEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125215450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-521-5400		
<b>Email:</b>	mpikser@reedsmith.com		
<b>Correspondent Name:</b>	Meredith D. Pikser		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	506582.20002		
<b>NAME OF SUBMITTER:</b>	Meredith D. Pikser		
<b>SIGNATURE:</b>	/Meredith D. Pikser/		
<b>DATE SIGNED:</b>	04/30/2014		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of this 28<sup>th</sup> day of April, 2014 by and between Georgios Nikas, a Greek citizen, ("Assignor"), and GRK Fresh Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole owner of certain trademark registrations and applications, common law trademark rights, and trade secrets, and the goodwill appurtenant thereto listed on Exhibit A attached hereto (collectively, the "Intellectual Property");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Intellectual Property, including without limitation the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignee desires to receive and acquire all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Intellectual Property, including without limitation the goodwill appurtenant thereto and the right to sue for past, present and future infringement thereof.

2. Ownership. Assignor represents and warrants that it is the owner of the entire right, title, and interest in and to the Intellectual Property; that it has the right and power to assign ownership of the Intellectual Property; that there are no other agreements with any other party in conflict with such assignment; and that it knows of no third parties with prior rights that may threaten or otherwise validly challenge the rights assigned herein to the Intellectual Property.

3. Recordation. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in relevant jurisdictions outside the United States to record and/or register this IP Assignment.

4. Further Assurances. From time to time, as and when requested by any party hereto, the other parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.


7. Modification and Waiver. None of the provisions of this IP Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.

8. Governing Law. This IP Assignment shall be construed in accordance with and governed by the laws of the State of New York without regard to conflicts of law principles.

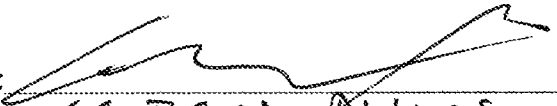
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

**GEORGIOS NIKAS**

By:   
Name: GEORGIOS NIKAS  
Title: C.E.O.

**GRK FRESH HOLDINGS LLC**

By:   
Name: GEORGIOS NIKAS  
Title: C.E.O.

*[Signature Page Intellectual Property Assignment Agreement]*

**EXHIBIT A**

**ASSIGNED INTELLECTUAL PROPERTY**

**TRADEMARKS**

Trademark	Country	Status	Reg. No./ App No.	Reg. Date/ Filing Date	Owner
GRK FRESH GREEK (stylized)	United States	Pending	85/788,345	November 27, 2012	Georgios Nikas
GRK FRESH GREEK (stylized)	European Union	Registered	012033726	February 12, 2014	Georgios Nikas
GRK FRESH (stylized)	European Union	Registered	012033973	February 12, 2014	Georgios Nikas
GRK FRESH GREEK (stylized)	Canada	Pending	1,648,801	October 22, 2013	Georgios Nikas

**TRADEMARK**