

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gary Verkhoolaz		04/21/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Completely Fresh Foods, Inc.		
Street Address:	4401 Downey Ave.		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3898236	KIDS ORGANIC	
Registration Number:	3902299	KIDS ORGANIC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	pjavaheri@jurislawgroup.com		
Correspondent Name:	Pejman Javaheri		
Address Line 1:	10215-B Santa Monica Blvd.		
Address Line 4:	Century City, CALIFORNIA 90067		
NAME OF SUBMITTER:	Amichai Kotev		
SIGNATURE:	/Amichai Kotev/		
DATE SIGNED:	06/13/2014		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of April 21, 2014 between the following two parties in the United States.

The Assignor: GARY VERKHOLAZ, an individual
Legal Address: 175 Stanyan Street, San Francisco, CA 94118

The Assignee: COMPLETELY FRESH FOODS, INC.
Legal Address: 4401 Downey Road, Vernon, CA 90058

WHEREAS, the Assignor, an individual owns the trademarks as defined in Appendix 1 (Registration No. 3898236 and 3902299, the "Trademarks");

WHEREAS, the Assignee is a California corporation;

WHEREAS, the Assignor agrees to assign the Trademarks to the Assignee and the Assignee agrees to accept the assignment of the Trademarks;

NOW, THEREFORE, in consideration the mutual covenants, representations, warranties and obligations set forth in this Agreement, the parties hereto agree as follows:

1. Transfer of Trademarks

The Assignor agrees to the the change of the registered owner of the Trademarks to Assignee, and the Assignee agrees to accept the change of the registered owner of the Trademarks. The Assignee shall pay the Assignor \$2,500.00 for the Trademarks transferred hereunder pursuant to that certain Asset Purchase Agreement dated April 21, 2014.

2. Registration Fees

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear any registration fees

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incurred hereby and shall reimburse Assignor accordingly.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

- 3.1.1 The Assignor is an individual;
- 3.1.2 The Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.
- 3.1.3 The Assignor has full right, power, authority and capacity and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- 3.1.4 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.
- 3.1.5 The Assignor has never licensed and will never license the Trademarks to any third party;
- 3.1.6 The Assignor will not engage in any action that will be of detriment to the validity of the Trademarks after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

- 3.2.1 The Assignee is a company duly registered and validly existing under the laws of the State of California.
- 3.2.2 The Assignee has full right, power, authority and capacity and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- 3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms upon its execution.

4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

5. Applicable Law/Settlement of Disputes

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of laws principles. The parties consent to the exclusive personal jurisdiction and venue of Los Angeles County, California for all purposes.

6. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

8. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

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IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

The Assignor :

GARY VERKHOLAZ, an individual



The Assignee:

COMPLETELY FRESH FOODS, INC.

By: _____


Pejman Javaheri, Esq., General Counsel

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Appendix 1
Trademarks:

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	77872283	3898236	KIDS ORGANIC	TSDR	LIVE
2	77871609	3902299	KIDS ORGANIC	TSDR	LIVE

See attached page for Trademarks to be transferred.