OP \$40.00 4448825

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM311576 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prime Restaurants, LLC		07/23/2014	LIMITED LIABILITY COMPANY: VERMONT

RECEIVING PARTY DATA

Name:	Guild Commissary, LLC	
Street Address:	: 139 Bank Street	
City:	Burlington	
State/Country:	Intry: VERMONT	
Postal Code:	Code: 05401	
Entity Type:	Type: LIMITED LIABILITY COMPANY: VERMONT	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4448825	GUILD FINE MEATS

CORRESPONDENCE DATA

Fax Number: 8028598745

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: 802-864-5751

Email: trademarks@dinse.com
Correspondent Name: Elizabeth A. Kleinberg
Address Line 1: 209 Battery Street

Address Line 4: Burlington, VERMONT 05401

ATTORNEY DOCKET NUMBER:	14334.1
NAME OF SUBMITTER:	Jed Davis
SIGNATURE:	/Jed Davis/
DATE SIGNED:	07/23/2014

Total Attachments: 2

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TRADEMARK
REEL: 005328 FRAME: 0104

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered this 23 day of July 2014, by and between Prime Restaurants, LLC, a Vermont limited liability company ("Assignor"), and Guild Commissary, LLC, a Vermont limited liability company ("Assignee").

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole and exclusive owner of the trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein, together with the goodwill of the business symbolized by the trademarks (collectively, the "Marks");

.WHEREAS, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks, and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey and transfer to Assignee all of its worldwide right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks. Assignor does further consent to the recordation of this assignment by Assignee with the United States Patent and Trademark Office and any foreign equivalent.

IN WITNESS WHEREOF Assignor and Assignee have executed this assignment as of the date first written above.

ASSIGNOR:

PRIME RESTAURANTS, LLC

By: __ Name:

Title:

ASSIGNEE:

GUILD COMMISSARY, LLC

By:

Name:

Title:

Murum

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$\underline{SCHEDULE}\,\underline{A}$

TRADEMARKS

Registration No.

<u>Mark</u>

4448825

GUILD FINE MEATS

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