

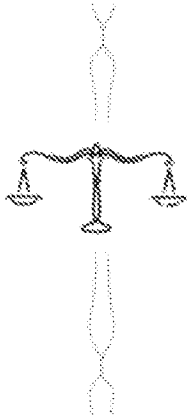
## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324106

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Imajen, LLC		12/31/2013	LIMITED LIABILITY COMPANY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chez Marie, Inc.		
<b>Street Address:</b>	25977 SW Canyon Creek Rd		
<b>Internal Address:</b>	Ste G		
<b>City:</b>	Wilsonville		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97070		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85800937	CHEZ MARIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5036971045		
<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>			
<b>Phone:</b>	503-743-8155		
<b>Email:</b>	carterlaw@icloud.com		
<b>Correspondent Name:</b>	Bonnie Cafferky Carter		
<b>Address Line 1:</b>	5895 Jean Rd		
<b>Address Line 4:</b>	Lake Oswego, OREGON 97035		
<b>NAME OF SUBMITTER:</b>	Bonnie Cafferky Carter, attorney		
<b>SIGNATURE:</b>	/Bonnie Carter/		
<b>DATE SIGNED:</b>	11/24/2014		
<b>Total Attachments: 4</b>			
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**Bonnie Carter, Attorney**  
*carterlaw@icloud.com*

LAW OFFICES OF

***Bonnie Cafferky Carter, PC***

Legal solutions for business, estate planning, and probate matters

OREGON:

4676 Commercial St SE #185  
Salem, OR 97302-1902  
*ph: (503) 743-8155*

5895 Jean Rd. #106  
Lake Oswego, OR 97035  
*fax: (503) 391-6954*

CALIFORNIA:

11801 Pierce St., #200  
Riverside, CA 92505  
*ph: (951) 777-2495*

**INTELLECTUAL PROPERTY ASSIGNMENT**

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**PARTIES:**

**Chez Marie, Inc.**, an Oregon corporation

(the "Corporation")

AND

**Imajen, LLC**, an Oregon limited liability company

(the "Assignor")

**EFFECTIVE** as of the 31<sup>ST</sup> day of DECEMBER, 2013.

**RECITALS**

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- A. The Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the "Marks");
- B. The Marks identified herein are related to the Corporation's business of development, production and marketing of veggie burgers and related products. Assignor acknowledges that certain of the Marks were developed in contemplation of being used, either directly or indirectly, by the Corporation in connection with carrying on the business of the Corporation.

INTELLECTUAL PROPERTY ASSIGNMENT

~ 1 ~

**TRADEMARK**  
**REEL: 005406 FRAME: 0634**

- C. Assignor understands that the Corporation respects third party proprietary rights and does not desire to acquire any trade secrets or confidential information of third parties for which disclosure has not been requested by Corporation and authorized by such third party. Founder represents and warrants to the Corporation that (a) she is not under any pre-existing obligation inconsistent with the terms of this instrument; (b) to the best of her knowledge, the Intellectual Property is her original work, free and clear of any claims or encumbrances of any kind, and, to the best of her knowledge, will not infringe any patent, copyright or other proprietary right or violate a trade secret of any person or entity; (c) her delivery of this instrument has not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations she has to any third party; and (d) she has not authorized any third party to use, or granted any option to acquire any rights to or licenses to use any of the Intellectual Property, nor has she covenanted or agreed with any third party not to sue or otherwise enforce any legal rights with respect to any of the Intellectual Property. The representations and warranties of this paragraph C shall survive the effective date of this instrument.
- D. The Corporation desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to the Corporation, upon the terms and conditions set forth herein.

### AGREEMENT

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NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Corporation, and Corporation hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;

INTELLECTUAL PROPERTY ASSIGNMENT

~ 2 ~

**TRADEMARK**  
**REEL: 005406 FRAME: 0635**

- (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Within a reasonable time of the Effective Date, Assignor shall execute such documents as necessary to effect the transfer and assignment of the Marks with the appropriate recording agencies. At any time, and from time to time after the Effective Date, at the Corporation's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as the Corporation may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to the Corporation and to confirm the Corporation's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist the Corporation and to provide such reasonable cooperation and assistance to the Corporation, at the Corporation's expense, as the Corporation may reasonably deem necessary and desirable in exercising and enforcing the Corporation's rights in the Marks.

4. Within 15 days of the execution of this Agreement, the Corporation will pay Assignor the sum of \$10.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge the Corporation's use or ownership, or the validity, of the Marks.

6. Assignor and the Corporation agree that the terms of this Agreement shall take precedence over any contrary terms of the License Agreement, including expressly Section 12 of the License Agreement.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

#### 8. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

INTELLECTUAL PROPERTY ASSIGNMENT

- 3 -

**TRADEMARK**  
**REEL: 005406 FRAME: 0636**

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

By:  \_\_\_\_\_

Marie Jensen, Sole Member  
Imajen, LLC

**CORPORATION:**

By:  \_\_\_\_\_

Marie Jensen, President  
Chez Marie, Inc.