

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Future Food, Ltd.		12/19/2014	LIMITED PARTNERSHIP: TEXAS
Future Food GP, Inc.		12/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FFB Acquisition, LLC		
Street Address:	8080 N. Central Expressway, Suite 1490		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4407941	FRESH CREATIONS	
Registration Number:	2426979	SALADS OF THE SEA	
Registration Number:	2294045	SANTA BARBARA BAY	
Registration Number:	3837119	SANTA BARBARA BAY	
Registration Number:	3837118	CHANNEL ISLAND BAY	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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>			
Phone:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Erin B. Roth		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski LLP		
Address Line 4:	Dallas, TEXAS 75201-2784		
ATTORNEY DOCKET NUMBER:	11412141 - FUTURE FOODS		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		

OP \$140.00 4407941

DATE SIGNED:

12/23/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of December 19, 2014, by Future Food, Ltd., a Texas limited partnership, and Future Food GP, Inc., a Delaware corporation, both with business offices located at 1420 Valwood Parkway, Suite 164, Carrollton, Texas 75006 (collectively, "Assignor") for the benefit of FFB Acquisition, LLC, a Delaware limited liability company, with business offices located at 8080 N. Central Expressway, Suite 1490, Dallas, Texas 75206 ("Assignee").

RECITALS

WHEREAS, Future Food, Ltd. and Assignee are parties that certain Asset Purchase Agreement dated as of December 8, 2014 (the "Asset Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement;

WHEREAS, Assignor desires to assign, transfer and convey all of Assignor's interest in all trademarks, trade names and service marks included within the Assets to Assignee, and Assignee desires to accept and receive such interest; and

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee all of Assignor's worldwide right, title and interest in, to and under the trademarks, trade names and service marks listed on Exhibit A attached hereto, including but not limited to all common law rights, and any and all U.S. and foreign registrations, applications for registration, renewal registrations and applications for renewal registrations, extensions and foreign counterparts therefor or thereof (collectively, the "Assigned Trademarks"), together with the ongoing goodwill symbolized by the Assigned Trademarks, as well as all rights to sue for and recover and retain past and future legal or equitable relief, including damages, costs, expenses or attorneys' fees, for infringement of the Assigned Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Further Obligations. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts required in order to vest all Assignor's rights, title and interest in and to the Assigned Trademarks in Assignee.

3. Terms of the Asset Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall prevail.

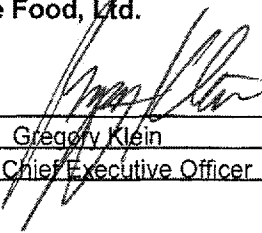
4. Governing Law. This Trademark Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction.

5. Counterparts. This Trademark Assignment may be executed in one or more counterparts for the convenience of the parties hereto, all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first written above.

ASSIGNOR:
Future Food, Ltd.

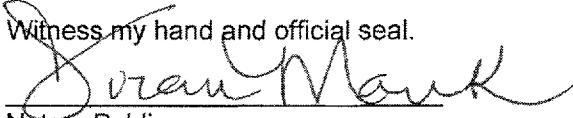
By: 
Name: Gregory Klein
Title: Chief Executive Officer

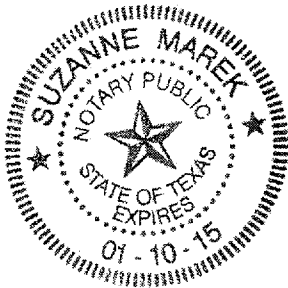
*Acknowledgement

State of)
)
County of)

On this 17th day of DECEMBER, before me, SUZANNE MAREK, personally appeared Gregory Klein, CEO of Future Food, Ltd., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

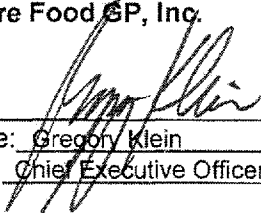

Notary Public



Signature Page to Trademark Assignment

TRADEMARK
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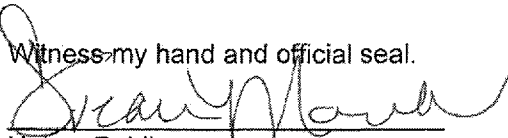
ASSIGNOR:
Future Food GP, Inc.

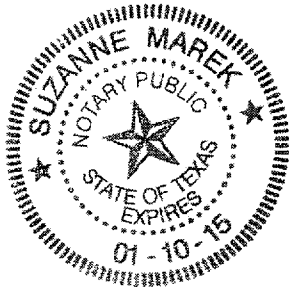
By: 
Name: Gregory Klein
Title: Chief Executive Officer

*Acknowledgement

State of)
)
County of)

On this 10th day of DECEMBER, before me, SUZANNE MAREK, personally appeared Gregory Klein, CEO of Future Food GP, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public



IN WITNESS WHEREOF, Assignee has executed this Trademark Assignment as of the day and year first written above.

ASSIGNEE:
FFB Acquisition, LLC

By: [Signature]
Name: _____
Title: _____

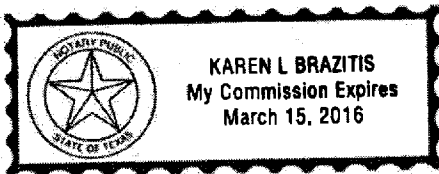
*Acknowledgement

State of)
County of)

On this 17th day of DECEMBER, before me, KAREN L BRAZITIS, Notary Public personally appeared RANDALL KLEIN of FFB Acquisition, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



Signature Page to Trademark Assignment

EXHIBIT A TO TRADEMARK ASSIGNMENT

	<u>Owner</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	Future Food GP, Inc.	Fresh Creations	85616789	4407941	9/24/2013
2.	Future Food, Ltd., composed of Future Food Holdings GP, Inc.	Salads of the Sea	75934957	2426979	2/6/2001
3.	Future Food, Ltd.	Santa Barbara Bay	75435785	2294045	11/23/1999
4.	Future Food Ltd., composed of Future Food GP, Inc.	Santa Barbara Bay	77876671	3837119	8/24/2010
5.	Future Food Ltd., composed of Future Food GP, Inc.	Channel Island Bay	77876655	3837118	8/24/2010

Exhibit A to Trademark Assignment