

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Three Sisters Cuisine L.L.C.		04/13/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LA Power Supply, LLC		
Street Address:	1712 Mt. Vernon Avenue		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22301		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4609690	ELITEEATS	
Registration Number:	4609707	ELITEEATS	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	2028427800		
Email:	mobleysg@cooley.com		
Correspondent Name:	Susan P. Christoff, Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	323963-102		
NAME OF SUBMITTER:	Susan Mobley		
SIGNATURE:	/Susan Mobley/		
DATE SIGNED:	04/17/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“*Agreement*”) is entered into this April 13, 2015 (the “*Effective Date*”), by and between **LA POWER SUPPLY, LLC**, a California limited liability company (“*Assignee*”) and **THREE SISTERS CUISINE L.L.C.**, a California limited liability company (“*Assignor*”).

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to assign to Assignee all Intellectual Property Assets (collectively, the “*Assigned IP*”) subject to the terms and conditions of the Purchase Agreement. Capitalized terms, unless otherwise defined herein, have the respective meanings set forth in the Purchase Agreement.

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

1. As of the Effective Date, Assignor conveys, assigns, and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, all of their right, title and interest, throughout the world in perpetuity, including common law rights, in and to the Assigned IP, including, without limitation, the Assigned IP listed on **EXHIBIT A**, free and clear of any Encumbrances (other than Permitted Encumbrances), together with the goodwill associated therewith, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this assignment not been made.
2. Assignor hereby covenants and agrees to provide any further necessary documentation and perform further acts reasonably requested by Assignee necessary to confirm and perfect title in and to the Assigned IP in Assignee, each at Assignee’s cost and expense.
3. The parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned IP.
4. This Agreement is in all respects subject to the Purchase Agreement, which shall govern the respective rights of Assignor, on the one hand, and Assignee, on the other hand, with respect to the Assigned IP, and nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, exceed, enlarge or affect the provisions set forth in, or any person’s or entity’s rights, remedies or obligations under, the Purchase Agreement. This Agreement is intended solely to effect the transfer of the Assigned IP pursuant to the Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Each of Assignor and Assignee, by its execution of this Agreement, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under

the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement.

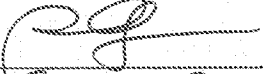
5. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflict of laws to the extent such principles would apply the laws of any other jurisdiction).
6. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignee and Assignor.
7. This Agreement may be executed and delivered by electronic mail or facsimile signature in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

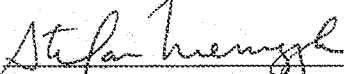
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LA POWER SUPPLY, LLC

THREE SISTERS CUISINE L.L.C.

By: 
Name: Patrick Sumner
Title: Manager

By: 
Name: STEFAN NIEMCZYK
Title: Founder / CEO

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A
LIST OF ASSIGNED IP

Trademarks:

Trademark	Registration Number
eliteEATS	4609690
eliteEATS	4609707