# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339320

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | NUNC PRO TUNC ASSIGNMENT |
| **EFFECTIVE DATE:** | 05/15/2014 |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Better Food Company | | 05/15/2014 | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Frozen Delicacy |
| **Doing Business As:** | Mashti Malone's Ice Cream |
| **Street Address:** | 525 N. LaBrea Ave. |
| **City:** | Los Angeles |
| **State/Country:** | CALIFORNIA |
| **Postal Code:** | 91360 |
| **Entity Type:** | CORPORATION: CALIFORNIA |

**PROPERTY NUMBERS Total: 3**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 2009855 | AKBAR MASHTI |
| **Serial Number:** | 85840159 | MASHTI MALONE'S |
| **Serial Number:** | 85840111 | MASHTI |

OP $90.00 2009855

**CORRESPONDENCE DATA**

**Fax Number:** 8057789299

***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:** 805-778-0206
**Email:** SWilliams@SmallBusinessLaw.Org
**Correspondent Name:** Scott Williams
**Address Line 1:** 299 W Hillcrest Dr
**Address Line 2:** Suite 214
**Address Line 4:** Thousand Oaks, CALIFORNIA 91360

| | |
|---|---|
| **NAME OF SUBMITTER:** | Scott W Williams |
| **SIGNATURE:** | /scottwwilliams/ |
| **DATE SIGNED:** | 04/24/2015 |

**Total Attachments: 14**

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**ASSET PURCHASE AGREEMENT –**
**FROZEN DELICACY**

This Asset Purchase Agreement ("**Agreement**") is entered into by and between Frozen Delicacy, a California Corporation ("**Buyer**") on one hand, and Better Food Company, a California Corporation ("**Seller**"). Both are collectively the "**Parties**". This Agreement is dated May 15, 2014 for reference purposes only and is effective when signed by all parties.

**Recitals**

**WHEREAS,** Buyer is duly organized as a Corporation in the State of California, Secretary of State number C3647710; and

**WHEREAS**, Seller is duly organized as a Corporation in the State of California, Secretary of State number C3354757; and

**WHEREAS**, Seller wish to sell certain assets of Seller to Buyer, and Buyer wishes to purchase those assets from Seller; and

**NOW, THEREFORE**, in consideration of the exchange of agreements and promises set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

**Terms and Conditions**

1. **Recitals Incorporated.** The above Recitals are incorporated into this Agreement and made a part hereto.

2. **Business Defined.** Seller is selling substantially all assets that support the "**Business**" known as Mashti Malone's Ice Cream, located at 525 N. La Brea Ave., Los Angeles, California, 90028 and more closely described in the Seller's website www.mashtimalone.com.

3. **Asset Purchase.** On the Closing Date, Seller shall sell, and Buyer shall purchase, the assets listed in Exhibit 'A' – Assets Transferred.

4. **Security Interest.** Seller shall retain a security interest in all assets transferred to Buyer until such time as Buyer makes their final payment under this Agreement. Seller shall have the option, but not the obligation, to file a UCC-1 with the California Secretary of State. Buyer agrees not to encumber any assets transferred from Seller until all payments are made pursuant to this Agreement.

5. **Assets Excluded from Sale.** Assets excluded are described in Exhibit 'B' – Assets Excluded.

6. **Purchase Price.** The purchase price is Fifty Thousand Dollars ($50,000.00), in the form of a Promissory Note Exhibit 'C'.



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7. **Closing Date and Location.** The Closing Date shall be a "virtual" closing, with no physical meeting of the Parties required, to take place at 11:59 p.m. on June 30, 2014, at offices of The Small Business Law Firm, P.C., 299 West Hillcrest Drive, Suite 214, Thousand Oaks, CA 91360. Insofar as practical, the Parties shall work to complete as much of their obligations to support this Closing Date, except those activities that require actions after the Closing Date. Notwithstanding this requirement, the Closing Date shall not be delayed due to non-performance of any material or non-material obligation of the Parties.

8. **Allocation of Purchase Price.** For tax purposes, the Parties will allocate the purchase price in a separate document.

9. **Taxes.** Any sales or use taxes associated with this transaction are the responsibility of the Buyer. Any income or capital gains taxes generated by the sale are the responsibility of the Seller.

10. **Condition and Warranties.** Other than those expressly stated in this section, all assets transferred are "as is" with no warranties of any kind, expressed or implied. Buyer represents that it has had the opportunity to inspect all assets pursuant to this Agreement, and has either done so or waived such rights. Seller does warrant that it holds good marketable title to the assets being transferred, and that they have not been sold, encumbered, or hypothecated in any way.

11. **Seller Liabilities.** Seller shall remain liable for its respective debts and liabilities incurred or owed through the Closing Date. Should any customers of Seller seek refunds for any work performed until the Closing Date, Seller shall pay such refunds.

12. **Employees and Wages.** Seller shall timely pay all wages due to Seller employees, including cashing out all employees' earned but unused vacation time or paid time off. Seller shall terminate all Seller employees on June 30, 2014 who have been hired by Buyer. Should any employees choose to work for both Seller and Buyer, a full disclosure must be made to all such employees that the two employers are not under common ownership, and that the actions of one employer do not affect the liabilities of the other.

13. **Financial Disclosures**. Buyer is deemed to be intimately familiar with all of Seller's financials and associated liabilities, and therefore Buyer waives any and all rights to such disclosure by Seller. Notwithstanding the above, Seller and Smith warrant that there are no known liabilities of Seller, other than those listed below:

a. Payables to vendors, suppliers, and others in the ordinary course and scope of the Business;
b. Wages earned by employees during June 2014, and their earned vacation time or paid time off;
c. Payroll taxes for the 2nd quarter of 2014, which Seller shall timely pay;
d. Sales tax for the 2nd quarter of 2014, which Seller shall timely pay.



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14. **Buyer Liabilities.** Buyer shall not assume any liabilities of Seller through the Closing Date. Buyer shall be liable any obligations or liabilities incurred as a result of Buyer's operations of the Business after the Closing Date.

15. **Indemnification.** The Parties mutually agree to indemnify the other Parties and hold each other harmless for any and all expenses incurred as to any negligent act or material breach of this Agreement by each of them, including reasonable attorney fees.

16. **Default and Notice.** If any payment is not received in full within 30 days of any due date, Seller may email Buyer a Notice of Default. If Buyer does not cure the Notice of Default by delivering all payments pursuant to the Notice within 30 additional days, then Buyer shall actually be in Default, which is not curable. Upon Default, Seller has the following remedies, which are cumulative:

a. Repossess the assets transferred under this Agreement and resume control of the Business operations. Unless a good faith dispute exists between the parties, Buyer shall peacefully surrender the Business premises under the Sublease without requiring Seller to undergo any Unlawful Detainer proceedings.
b. Repossess the assets transferred under this Agreement, and sell them to third parties. Should the assets' sale price(s) exceed Buyer's liabilities, Seller shall refund to Buyer the difference. Should the assets' sale price(s) not be sufficient to cover Buyer's liabilities, Seller may seek the difference from Buyer (but not Dutra).

17. **Intellectual Property.** Seller stipulates that it claims no ownership in any intellectual property that was used in, or could be used primarily in the Business, other than that being transferred and listed in Exhibit 'A'.

18. **Additional Documents/Agreements.** All Parties agrees to execute and deliver, at any time and from time to time, upon the request of another party, such further instruments or documents as may reasonably be necessary or appropriate to carry out the provisions contained herein, and to take such other action as another party may reasonably request to effectuate the purposes of this Agreement. This includes, but is not limited to, the following within 30 days of the signing of this Agreement, transfer of tangible and intellectual property via trademark assignments, telephone accounts and Internet passwords.

19. **Attorneys Representation, Fees, and Costs.** This document is deemed to have been mutually drafted by each party, with no party suffering from any alleged ambiguities. Each party represents that it has retained independent counsel to advise it/them in this transaction, or has waived the right to do so. Each party shall bear its own attorneys fees and costs to date, including those associated with the negotiation, drafting and editing of this and related documents. In the event of a dispute regarding the terms of this Agreement or the enforcement thereof, the prevailing party in any such matter shall be entitled to recover its reasonable attorney's fees and costs.

20. **Confidentiality.**



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a) The Parties acknowledge and agree that the terms of this Agreement are intended to be strictly confidential, and they agree not to disclose directly or indirectly any of the terms of the Agreement to any person not a party to this Agreement, with the exception of disclosures to: (i) their attorneys, for the sole purpose of obtaining legal counsel; (ii) their accountants, and/or financial advisors, for the sole purpose of obtaining accounting or financial advice; (iii) a judicial court as may be required by law or in connection with the enforcement of this Agreement.
b) In agreeing to these confidentiality obligations, the Parties expressly agree that the breach of anticipated breach of these obligations would cause irreparable harm and thus that a Party shall be entitled to obtain injunctive relief.

21. **Governing Law/Venue.** This Agreement shall be interpreted under the laws of the State of California without regard to its conflict of law principles. In the event that either party seeks to enforce any rights under this Agreement at law or equity, venue shall be in Los Angeles County.

22. **Mediation.** Any disputes between the Parties shall first be subject to a private mediation, utilizing the services of a mediator to be agreed upon by the Parties. Each of these three Parties shall pay equally the costs of mediation. As used in this and in the subsequent section, "disputes" means those exceeding the jurisdiction of Small Claims Court.

23. **Arbitration.** If all or any portion of a dispute remains unresolved after mediation, then the remaining dispute shall be decided by arbitration, in accordance with the commercial arbitration rules of any alternative resolution service agreed upon by the Parties. Each Party shall initially advance an equal share of the costs of arbitration (excluding each parties' own attorneys' fees and costs), with the arbitrator awarding all costs to the prevailing Party. The decision of the arbitrator shall be made using California law, shall be rendered by the arbitrator within thirty (30) days after the submission of all evidence from all Parties to the arbitrator for decision, and shall be binding upon the parties. If necessary a judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction over the matter. All arbitrations shall take place in Los Angeles County, California unless otherwise agreed to in writing. Reasonable discovery shall be permitted at the discretion of the arbitrator. Nothing in this section shall prohibit any Party from seeking injunctive relief from any court to preserve the status quo pending arbitration.

24. **Authorities and Consents.** The Parties represent that each has the right and authority to execute this Agreement and receive the payments specified in it, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement. Moreover, by executing below, the person signing on behalf of each Party represents and warrants that he/she has the full legal authority to bind the Party on whose behalf he/she is signing to each of the obligations set forth herein and the that approvals of third parties are not required to perfect this authority.

25. **Notices.** Any notices to be given under this Agreement shall be by electronic mail, to the following email addresses:



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Seller: Betterfoodco@gmail.com

Buyer: matt.shirvani@gmail.com
With a copy to: SWilliams@SmallBusinessLaw.Org

26. **Entire Agreement.** This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements or understandings, written or oral, with respect thereto. This Agreement may be modified or amended only in a writing signed by all Parties.

*** Signatures Follow Next Page ***



TRADEMARK
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

**Seller**

Better Food Company

By: _____
Jafar Hadizadeh, President

Date: 5/23/2014

**Buyer**

Frozen Delicacy

By: _____
Mehdi Shirvani, Chief Financial Officer

Date: 5-23-2014



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**Exhibit 'A'**
**Assets Transferred**

Below is an itemized list of assets being transferred from Seller to Buyer pursuant to this Agreement.

1) All personal property assets of Borrower located at 1525 N. La Brea Avenue, Los Angeles, CA, including without limitation:
   a. two ice cream freezers;
   b. two ice cream machines;
   c. miscellaneous ice cream equipment.

2) All personal property assets of Borrower located at 2312 Merced Avenue, South El Monte, California, including without limitation:
   a. one walk-in freezer
   b. 1986 Hino truck (non-operable)
   c. 1987 Isuzu truck (non-operable)
   d. 1990 GMC truck (non-operable)
   e. 1993 GMC truck (non-operable)
   f. 2000 Ford Van (non-operable)

3) All intellectual property of Borrower including without limitation all:
   a. trade secrets (including recipes);
   b. copyrights, both registered and unregistered;
   c. patents;
   d. trademarks, both registered and unregistered. This specifically includes:
      i. AKBAR MASHTI registration number 2009855);
      ii. MASHTI MALONE'S, pending application serial number 85840159;
      iii. MASHTI, pending application serial number 85840111.

4) The goodwill associated with Borrower's business.

5) All inventory used in the Business as of the Closing Date, except inventory listed in Exhibit 'B' – Assets Excluded.

6) All supplies used in the Business as of the Closing Date, except supplies listed in Exhibit 'B' – Assets Excluded. As used herein, "supplies" mean other than inventory, and directly relate to the usage of the equipment.

7) The website domain name www.MashtiMalone.Com, including ICANN ownership and registration, and any SEO associated with that website; Seller's Facebook page and any and all other marketing and promotional materials and merchandise.

8) The telephone numbers:
   a. (323) 874 -0144;
   b. (323) 969 -8693;
   c. (866) 767-3423



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**Exhibit 'B'**
**Assets Excluded**

Below is an itemized list of assets that are excluded from transfer pursuant to this Agreement:

1) Cash, whether physically located at the Business or in Seller's bank accounts;

2) Receivables for good sold prior to the Closing Date;



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**Exhibit 'C'**

## PROMMISSORY NOTE

This Promissory Note ("**Promissory Note**") is entered by and between, Frozen Delicacy, a California Corporation ("**Borrower**") and Mehdi Shirvani, an individual ("**Guarantor**") on one hand, and Better Food Company, a California Corporation ("**Holder**"). All are collectively the "**Parties**". This Promissory Note is dated May 15, 2014 for reference purposes only and is effective when signed by all parties.

The Parties agree as follows:

1. **Integration of Asset Purchase Agreement.** The Parties have executed, or will execute contemporaneous to this Promissory Note, an Asset Purchase Agreement ("APA"). The terms and conditions of the APA Agreement shall be incorporated into this Promissory Note by reference. Any material breach by Borrower or Guarantor of its obligations under the APA, which are not cured with reasonable notice, shall be deemed a Default pursuant to this Promissory Note.

2. **Amount Borrowed**. Holder is loaning Borrower the total sum of Fifty Thousand Dollars ($50,000.00) to purchase the assets described in the APA.

3. **Interest Rate.** This short term loan carries zero interest if paid timely. However, Borrower shall accrue interest on the unpaid balance at a rate of seven percent (7.0%) from the date of any default until repaid by the Borrower.

4. **Payment Terms.**
   a. Borrower shall make monthly payments of $4166.67 beginning July 1, 2014.
   b. Unless in default, Borrower shall make a final payment of $4166.63 on June 1, 2015.

5. **Security Agreement.** Holder shall retain a security interest in all membership in all assets purchased, until this Note is paid in full. Borrower shall not record any UCC-1 filing against Borrower unless Borrower is in actual default of its obligations..

6. **Late Fees.** If Borrower is more than 5 days late with any annual interest payment, a late fee of five percent (5%) of the past due amount shall be due and payable with the next payment.

7. **Default and Notice.** If any annual interest payment is not received within 5 days of any due date, Holder may email a Notice of Default to Borrower. If Borrower does not cure the Notice of Default by delivering the payment then owing within additional 10 days, Borrower shall actually be in Default, which is not curable. Upon Default, the entire unpaid balance owed to Holder, including all accrued interest, becomes immediately due and payable.



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8. **Attorneys Fees and Costs.** In the event of a dispute regarding the terms of this Promissory Note or the enforcement thereof, the prevailing party in any such matter shall be entitled to recover its reasonable attorney's fees and costs.

9. **Notices.** Any notices to be given under this Promissory Note shall be by electronic mail, to the following email addresses:

Seller: Betterfoodco@gmail.com

Buyer: matt.shirvani@gmail.com
With a copy to: SWilliams@SmallBusinessLaw.Org

10. **Guarantee.** Guarantor personally guarantees all of Borrower's obligations to Holder under this Promissory Note.

11. **Entire Agreement.** This Promissory Note constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements or understandings, written or oral, with respect thereto. This Promissory Note may be modified or amended only in a writing signed by all Parties.

*** Signatures Follow Next Page ***



TRADEMARK
REEL: 005504 FRAME: 0051

IN WITNESS WHEREOF, the parties have executed this Promissory Note as of the dates below.

**Holder**

Better Food Company

By: _____
Jafar Hadizadeh, President

Date: 05/23/2014

**Borrower**

Frozen Delicacy

By: _____
Mehdi Shirvani, Chief Financial Officer

Date: 5-23-2014



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**Exhibit 'D'**

## ACKNOWLEDGMENT OF SATISIFACTION OF PROMISSORY NOTE

Better Food Company, a California Corporation ("**Holder**") acknowledges that Frozen Delicacy, a California Corporation ("**Borrower**") has made all required payments pursuant to their Promissory Note, and releases Borrower (and Mehdi Shirvani, as Guarantor) from all further obligations thereunder.

**Holder**

Better Food Company

By: _____
Jafar Hadizadeh, President

Date: 05/23/



TRADEMARK
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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 5-23-2014 (Date) before me, Setsuko Hirako Notary Public (Here Insert Name and Title of the Officer)

personally appeared Mehdi M. Shirvani and Jafar Hadizadeh (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

SETSUKO HIRAKO
COMM. #2047399
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. OCT. 31, 2017

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Asset Purchase Agreement

Document Date: _____ Number of Pages: 12

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 5-23-2014 (Date) before me, Setsuko Hirako Notary Public (Here Insert Name and Title of the Officer),

personally appeared Mehdi M Shirvani and Jafar Hadizadeh (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

SETSUKO HIRAKO
COMM. #2047399
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. OCT. 31, 2017

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Prommissory Note

Document Date: _____ Number of Pages: 12

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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Signer's Name: _____
☐ Individual
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☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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