

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saladworks, LLC		06/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SW ACQUISITION COMPANY, LLC		
Street Address:	2029 Century Park East, Suite 2600		
Internal Address:	c/o Katten Muchin Rosenman LLP		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1693647	SALADWORKS	
Registration Number:	2758423	SALADWORKS	
Registration Number:	2758424		
Registration Number:	3217207	THE ORIGINAL SALAD TOSSERS	
Registration Number:	3636431	FANATIC'LY FRESH	
Registration Number:	3613719	FOCACCIA FUSION	
Registration Number:	3832507		
Registration Number:	3637100	AMERICA'S BEST SALADS	
Registration Number:	3975148	YOU CREATE IT ... WE MAKE IT	
Registration Number:	4135914	TRUE NUTRITION	
Registration Number:	4106061	SALADWAY	
Registration Number:	3900506	FRESHCART	
Registration Number:	4411158	SPRINGFIT	
Registration Number:	4611623	AMERICA'S FAVORITE SALADS	
Serial Number:	85853875	VITAWORKS	
Registration Number:	3236130	TOSSED TO ORDER GUARANTEED FRESH	
CORRESPONDENCE DATA			

CH \$415.00 1693647

Fax Number: 3107884471

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: 310-788-4541

Email: janie.freedman@kattenlaw.com

Correspondent Name: Jane Freedman c/o Katten Muchin Rosenman

Address Line 1: 2029 Century Park East

Address Line 2: Suite 2600

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	343434-00033
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NAME OF SUBMITTER:	Jane Freedman
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SIGNATURE:	/Jane Freedman/
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DATE SIGNED:	06/18/2015
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Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is made and entered into as of June 12, 2015, by and between Saladworks, LLC (the “Seller”), and SW Acquisition Company, LLC (the “Buyer”). Capitalized terms used herein not otherwise defined shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 22, 2015, by and between the Seller and the Buyer (the “Purchase Agreement”), the Seller has agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Buyer, and the Buyer has agreed to purchase, all right, title and interest of the Seller in, to or under the Acquired Assets, including without limitation, all interest of the Seller in and to all Intellectual Property used in the Business, including without limitation all Intellectual Property set forth on Schedule 3.9(b) and Schedule 3.9(d)(i) to the Purchase Agreement, free and clear of all interests to the fullest extent permitted by Section 363 of the Bankruptcy Code (11 U.S.C. § 363), including, without limitation, all pledges, security interests, liens, claims, Interests or Encumbrances (other than Assumed Liabilities, Permitted Liens and Permitted Encumbrances); and

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to execute and deliver this Agreement to effectuate the sale, transfer, assignment, conveyance and delivery of the Intellectual Property to the Buyer, its successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. For and in consideration of payment by the Buyer to the Seller of the Purchase Price, all upon the terms and subject to the conditions set forth in the Purchase Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged and accepted by the Seller, the Seller hereby transfers, assigns, conveys and delivers to the Buyer, or its successors and assigns, all of the Seller’s entire worldwide right, title and interest in, to and under any Intellectual Property, free and clear of all interests to the fullest extent permitted by Section 363 of the Bankruptcy Code (11 U.S.C. § 363), including, without limitation, all pledges, security interests, liens, claims, Interests or Encumbrances (other than Assumed Liabilities, Permitted Liens and Permitted Encumbrances) the same to be held and enjoyed by the Buyer for its use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as the same would have been held and enjoyed by the Seller had this sale, transfer, assignment, conveyance and delivery not been made. The assignment of Intellectual Property granted herein includes an assignment of all goodwill associated therewith.

2. The Buyer and the Seller hereby agree to execute and deliver any and all additional documents that the Buyer or the Seller may reasonably request in order to more fully effect the agreements set forth in this Agreement.

3. This Agreement shall be subject to the terms and conditions set forth in the Purchase Agreement and the Sale Order. The Buyer and the Seller hereby acknowledge and agree that the provisions of this Agreement shall not limit the full force and effect of the terms and provisions of the Purchase Agreement or the Sale Order, and that in the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement or the Sale Order, the terms and provisions of the Purchase Agreement and the Sale Order shall prevail, govern and control in all respects without limitation.

4. No failure to exercise and no delay in exercising any right or power under this Agreement shall operate as a waiver thereof. No modification or amendment of this Agreement shall be valid and binding, unless it is in writing and signed by the parties hereto.

5. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

6. The undertakings, covenants and agreements set forth herein shall be binding upon and inure to the benefit of the Buyer and the Seller and their respective successors and assigns.

7. The terms and conditions of this Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

[The remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment of Intellectual Property as of the date first written above.


SELLER:

SALADWORKS, LLC

By: _____

Name: _____

Title: _____


John M Sandgave
CEO

BUYER:

SW ACQUISITION COMPANY, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment of Intellectual Property as of the date first written above.

SELLER:

SALADWORKS, LLC

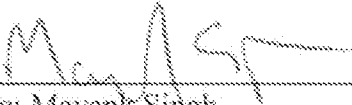
By: _____

Name:

Title:

BUYER:

SW ACQUISITION COMPANY, LLC

By:  _____

Name: Mayank Singh

Title: Vice President, Secretary and Treasurer



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

0511508-6

06/17/2015

VCORP AGENT SERVICES INC
2920 W COYLE AVE
CHICAGO, IL 60645-0000

RE SALADWORKS, LLC

DEAR SIR OR MADAM:

APPLICATION FOR AMENDMENT HAS BEEN PLACED ON FILE, AND THE LIMITED LIABILITY COMPANY CREDITED WITH THE REQUIRED FILING FEE.

SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Form **LLC-5.25**
May 2012

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Amendment

SUBMIT IN DUPLICATE

Type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$150

Approved: *JW*

FILE # 051150810

This space for use by Secretary of State.

FILED

JUN 17 2015

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: SW Acquisition Company, LLC

2. Articles of Amendment effective on:

the file date

a later date (not to exceed 30 days after the file date) _____

Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):

a) Admission of a new member (give name and address below)*

b) Admission of a new manager (give name and address below)*

c) Withdrawal of a member (give name below)*

d) Withdrawal of a manager (give name below)*

e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone or C/O is unacceptable.)

f) Change of registered agent and/or registered agent's office (give new name and/or address below, *Address change to P.O. box alone or c/o is unacceptable.*)

g) Change in the Limited Liability Company's name (give new name below)

h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization

i) Other (give information in space below)

j) Establish authority to issue series (see back filing fee \$400)*

* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional information:

New Name of LLC (as changed): Saladworks, LLC

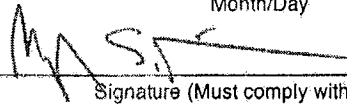
The name as changed must contain the words Limited Liability Company, LLC or L.L.C.

(continued)

LLC-5.25

- 4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
- 5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: June 16, 2015
Month/Day Year


 Signature (Must comply with Section 5-45 of ILLCA.)

Mayank Singh, Vice President, Restaurant Co., LLC
Name and Title (type or print)

Restaurant Co., LLC, Member
If the member or manager signing this document is a company or other entity, state Name of Company and whether it is a member or manager of the LLC.

*** The following paragraph is adopted when Item 3j is checked:**

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.