

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352123

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900334207		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gourmet Express, LLC		07/16/2015	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Frozen Foods Partners, LLC		
<b>Street Address:</b>	601 Lexington Avenue		
<b>Internal Address:</b>	51st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4598358	TRU EARTH	
<b>Registration Number:</b>	4598353	TRU EARTH	
<b>Registration Number:</b>	4360159	GOURMET DINING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>	312-207-1		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Nina Habib Borders		
<b>Address Line 1:</b>	10 South Wacker Drive		
<b>Address Line 2:</b>	Reed Smith, LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Nina Habib Borders		
<b>SIGNATURE:</b>	/Nina Habib Borders/		
<b>DATE SIGNED:</b>	08/20/2015		
<b>Total Attachments: 5</b>			

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source=Assignment of Trademarks Gourmet Express LLC to Frozen Foods Partners LLC#page5.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made as of the 15 day of July, 2015 by and between Gourmet Express, LLC, a Texas limited liability company, Gourmet Express Acquisition Fund, LLC, a Maryland limited liability company, and Gourmet Express Holdings, LLC, a Maryland limited liability company (collectively "Assignor"), and Frozen Foods Partners, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor filed voluntary petitions and commenced cases under chapter 11 of title 11 of the United States Code in the U.S. Bankruptcy Court for the District of Maryland (the "Bankruptcy Court") in Case No. 15-13670 (Jointly Administered) on March 16, 2015;

Pursuant to Sale Order, dated June 15, 2015, the Bankruptcy Court approved the Asset Purchase Agreement, dated as of May 1, 2015, by and among Assignor and Assignee (as successor designee of Genesis Merchant Partners, LP and Genesis Merchant Partners II, LP) (the "APA")

WHEREAS, Assignor and Assignee desire that the Trademarks set forth in Schedule A and their associated rights (the "Trademark"), among other intellectual property rights, be transferred and assigned from Assignor to Assignee in connection with the APA.

NOW, THEREFORE, in consideration of and exchange for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer, convey and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks. Assignor further agrees to execute all papers and to perform such other acts as Assignee may deem necessary to secure to it the rights hereby assigned.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

3. This Assignment is being executed and delivered pursuant to and is subject to the APA. The terms of the APA are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings assigned to such terms in the APA.

4. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES**

**EXPRESSLY SET FORTH IN THE APA, BUYER ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATED TO THE SUBJECT MATTER OF THIS ASSIGNMENT.**

5. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered in counterpart signature pages and delivered via facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes.

[Signatures on following page]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized officer on the date first above written.

**ASSIGNOR**

Gourmet Express, LLC

By: Lester L. Good  
Name: LESTER L. GOOD  
Title: ACTING CFO

Gourmet Express Acquisition Fund, LLC

By: Lester L. Good  
Name: LESTER L. GOOD  
Title: ACTING CFO

Gourmet Express Holdings, LLC

By: Lester L. Good  
Name: LESTER L. GOOD  
Title: ACTING CFO

**ASSIGNEE**

Frozen Foods Partners, LLC

By: \_\_\_\_\_  
Name: Steven Sands  
Title: Manager

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized officer on the date first above written.

**ASSIGNOR**

Gourmet Express, LLC

By: \_\_\_\_\_  
Name:  
Title:

Gourmet Express Acquisition Fund, LLC

By: \_\_\_\_\_  
Name:  
Title:

Gourmet Express Holdings, LLC

By: \_\_\_\_\_  
Name:  
Title:


**ASSIGNEE**

Frozen Foods Partners, LLC

By: \_\_\_\_\_  
Name: Steven Sands  
Title: Manager

Schedule A

The following U.S. registered trademark and all trademark licenses relating to and included therein:

Mark/Name	Status/Status Date	Brief Goods/Services	Ser./Reg./App. No.
TRU EARTH and Design 	Registered September 2, 2014	(Int'l Class: 29) frozen, prepared or packaged natural and/or organic meals consisting primarily of meat, poultry and/or vegetables and frozen, prepared or packaged... (Int'l Class: 30) frozen, prepared or packaged natural and/or organic meals consisting primarily of pasta or rice	RN: 4598358 SN: 85947381
TRU EARTH TRU EARTH	Registered September 2, 2014	(Int'l Class: 29) frozen, prepared or packaged natural and/or organic meals consisting primarily of meat, poultry and/or vegetables and frozen, prepared or packaged... (Int'l Class: 30) frozen, prepared or packaged natural and/or organic meals consisting primarily of pasta or rice	RN: 4598353 SN: 85947334
GOURMET DINING GOURMET DINING	Registered July 2, 2013	(Int'l Class: 29) frozen prepared dinners featuring vegetables and meat, frozen vegetables	RN: 4360159 SN: 85657362