

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lean and Green, Inc.		10/15/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The French Way		
Also Known As:	Lean and Green Cafe		
Street Address:	7131 Caminito Pantoja		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3668933	LEAN AND GREEN ORGANIC HEALTH BAR	
CORRESPONDENCE DATA			
Fax Number:	8585512434		
<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:	858-551-2440		
Email:	astephenson@bkflaw.com		
Correspondent Name:	Abigail G. Stephenson		
Address Line 1:	800 Silverado Street, 2nd Floor		
Address Line 4:	San Diego, CALIFORNIA 92037		
ATTORNEY DOCKET NUMBER:	2700-005		
NAME OF SUBMITTER:	Abigail G. Stephenson		
SIGNATURE:	/Abigail G. Stephenson/		
DATE SIGNED:	10/15/2015		
Total Attachments: 8			
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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of October 15, 2015, is made by Lean and Green, Inc., a California corporation and Michael Patterson (also known as Miguel Patterson), an individual residing in San Diego, California (together “**Assignor**”) in favor of The French Way, LLC (“**Assignee**”), a California limited liability company, located at 7131 Caminito Pantoja, San Diego, California 92122.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** In consideration of \$10,000 paid by Assignee upon execution of this Trademark Assignment, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to any copyrights of Assignor relating to any menu created by Assignor or an employee of Assignor and the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications (subject to the limitations provided in Section 1.1(b) hereof), (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the trademarks, trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(c) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, including those listed on **Schedule 2** hereto (“**Licenses**”);

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows:

(a) All required filings and fees relating to the initial trademark application listed on Schedule 1 hereto were timely filed with and paid to the USPTO when the trademark application was being processed. Notwithstanding anything to the contrary herein, no representations are made as to the present status of said trademark, and Assignee shall be responsible for performing its own due diligence in that regard.

(b) Assignor owns all right, title and interest in and to the trademark identified on Schedule 1. Assignor makes no representations concerning trademarks or service marks other than those appearing on Schedule 1.

(c) Assignor has provided Assignee with a description of all Licenses related to the Assigned Trademarks as set forth on Schedule 2.

(d) Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholder, directors officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties, and other obligations hereunder. Assignor's total liability under this indemnification clause shall be limited to an absolute maximum of \$10,000. The obligations imposed pursuant to this paragraph shall survive for a period of two (2) years from the date of assignment.

(e) To the best of his personal knowledge Michael Patterson has all the requisite power, authority, and legal capacity to execute and deliver this Trademark Assignment on behalf of Lean and Green, Inc. and to consummate the assignment contemplated hereby, but makes no guaranty as to the legal enforceability of this document.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws

of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

(e) Interpretation. This Trademark Assignment and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(f) Voluntary and Knowing. Assignor and Assignee acknowledge they has carefully read this Trademark Assignment, fully understands its rights, privileges and duties under the Trademark Assignment, and enters this Trademark Assignment knowingly, voluntarily, and without coercion or duress and has been offered a reasonable time to consider the matter. The parties further acknowledge it has had the opportunity to consult with an attorney of its choice to explain the terms of this Agreement and the consequences of signing it.

(g) Severability. In the event any provision of this Trademark Assignment is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Trademark Assignment so as not to cause the invalidity or unenforceability of the remainder of this Trademark Assignment. All remaining provisions of this Trademark Assignment shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

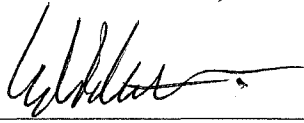
(h) Waiver. The failure to insist upon compliance with any term, covenant, or condition contained in this Trademark Assignment shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Trademark Assignment at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

(i) Modification. Except as otherwise provided in this document, this Trademark Assignment may be amended, modified, superseded, or voided only upon the written and signed agreement of the parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Assignor and Assignee has duly executed and delivered this Trademark Assignment as of the date first above written.

LEAN AND GREEN, INC.

By 
Michael Patterson, its President

Michael Patterson



THE FRENCH WAY, LLC,
a California limited liability company,

By _____
Vanessa Uteau, Managing Member

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On October 15, 2015, before me, Janice Catherine Wheeler Notary Public, personally appeared Michael Patterson, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



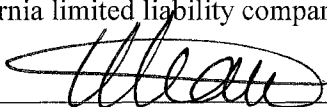
IN WITNESS WHEREOF, Assignor and Assignee has duly executed and delivered this Trademark Assignment as of the date first above written.

LEAN AND GREEN, INC.

Michael Patterson

By _____
Michael Patterson, its President

THE FRENCH WAY, LLC,
a California limited liability company,

By 
Vanessa Uteau, Managing Member

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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, before me, _____, Notary Public, personally appeared Michael Patterson, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On October 15, 2015, before me, Janice Catherine Wheeler Notary Public, personally appeared Vanessa Uteau, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Janice Catherine Wheeler
Signature of Notary



Schedule 1

REGISTERED TRADEMARKS

Lean and Green Organic Health Bar

- Serial Number: 77650435
- Registration Number: 3668933

Schedule 2

ASSIGNED TRADEMARK LICENSES

Exclusive License of Use at La Jolla Location

- **Licensee:** The French Way, LLC
- **Date of Grant:** September 12, 2011
- **Method of Grant:** Asset Purchase Agreement