

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360706

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Core Method, LLC DBA Core Foods | | 10/29/2015 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Core Foods Company | | |
| Street Address: | 499 14th Street, Suite 118 | | |
| City: | Oakland | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94612 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4697924 | CORE FOODS | |
| Registration Number: | 4702082 | CORE | |
| Registration Number: | 4734526 | CORE | |
| Serial Number: | 86365842 | CORE | |
| Serial Number: | 86365895 | CORE KITCHEN | |
| Serial Number: | 86739381 | CORE KITCHEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125215450 | | |
| <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: | 212-521-5400 | | |
| Email: | mpikser@reedsmith.com | | |
| Correspondent Name: | Meredith D. Pikser | | |
| Address Line 1: | Reed Smith LLP | | |
| Address Line 2: | 599 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 364642.20001 | | |
| NAME OF SUBMITTER: | Meredith D. Pikser | | |
| SIGNATURE: | /Meredith D. Pikser/ | | |

OP \$165.00 4697924

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| DATE SIGNED: | 10/30/2015 |
| Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of this 21st day of October, 2015 by and between Core Method, LLC DBA Core Foods, a California limited liability company ("Assignor"), and Core Foods Company, a California corporation ("Assignee").

WHEREAS, Assignor is the sole owner of certain trademark registrations and applications and the goodwill appurtenant thereto listed on Exhibit A attached hereto (the "Intellectual Property");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee all right, title, and interest in and to the Intellectual Property, along with the business to which the Intellectual Property pertains including, without limitation, the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property and the business to which the Intellectual Property pertains.

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

1. Assignment. Assignor hereby conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property including, without limitation, the goodwill appurtenant thereto and the business to which the Intellectual Property pertains and the right to sue for past, present and future infringement thereof.

2. Ownership. Assignor represents and warrants that: it is the owner of the entire right, title, and interest in and to the Intellectual Property; it has the right and power to assign ownership of the Intellectual Property; there are no other agreements with any other party in conflict with such assignment; and it knows of no third parties with prior rights that may threaten or otherwise validly challenge the rights assigned herein to the Intellectual Property.

3. Recordation. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and in relevant jurisdictions outside the United States to record and register this IP Assignment.

4. Further Assurances. From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other documents and instruments and take, or cause to be taken, all such other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.

THE ASSIGNED ASSIGNORS

5. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

7. Modification and Waiver. None of the provisions of this IP Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed and performed entirely within the State, without regard to the conflicts of laws rules thereof. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Northern District of California or any California State court for the purposes of enforcing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

**CORE METHOD, LLC DBA CORE
FOODS**

By: 

Name: Corey Penne

Title: CEO

CORE FOODS COMPANY

By: 

Name: Corey Penne

Title: CEO

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EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

TRADEMARKS

| Trademark | Country | Status | App. No. Reg. No. | App. Date/ Reg. Date | Owner |
|-----------------------------|----------------|---------------|------------------------------|---------------------------------|------------------------------------|
| CORE FOODS | United States | Registered | 4697924 | March 10, 2015 | Core Method, LLC DBA Core Foods |
| CORE & Design | United States | Registered | 4702082 | March 17, 2015 | Core Method, LLC DBA Core Foods |
| CORE | United States | Registered | 4734526 | May 12, 2015 | Core Method, LLC DBA Core Foods |
| CORE | United States | Pending | 86365842 | August 13, 2014 | Core Method, LLC DBA Core Foods |
| CORE KITCHEN | United States | Pending | 86365895 | August 13, 2014 | Core Method, LLC DBA Core Foods |
| CORE KITCHEN & Design | United States | Pending | 86739381 | August 27, 2015 | Core Method, LLC DBA Core Foods |