

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shye Worldwide, LLC		12/03/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bradshaw International, Inc.		
Street Address:	9409 Buffalo Avenue		
City:	Rancho Cucamonga		
State/Country:	CALIFORNIA		
Postal Code:	91730		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3856000	LUNCH BOX 2-GO	
Registration Number:	3855981	SALAD ON THE RUN	
Registration Number:	3855983	MEALS ON THE RUN	
Registration Number:	4248895	TABLE READY FOOD STORAGE	
Registration Number:	4421282	EZ STRAIN	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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:	4168658244		
Email:	efan@torys.com		
Correspondent Name:	Edward Fan		
Address Line 1:	79 Wellington Street West		
Address Line 2:	30th Floor		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	37029-2007		
NAME OF SUBMITTER:	Edward Fan		
SIGNATURE:	/Edward Fan/		
DATE SIGNED:	12/03/2015		

OP \$140.00 3856000

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (“**Assignment**”), dated as of December 3, 2015 (“**Effective Date**”), is made by and between Shye Worldwide, LLC (“**Assignor**”) and Bradshaw International, Inc. (“**Assignee**”). In the event of a conflict between the terms set forth herein and the Purchase Agreement (defined below), the Purchase Agreement shall prevail.

WHEREAS Assignee and Assignor have entered into that certain Purchase and Sale Agreement dated as of December 3, 2015 (“**Purchase Agreement**”), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor certain assets, including certain intellectual property assets;

WHEREAS Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the rights, title, and interest in and to the intellectual property assets, including applications and registrations for patents (the “**Patents**”), trademarks (the “**Trademarks**”), and the Internet domain names (the “**Domain Names**”) listed on the attached Schedule “A”;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor and Assignee hereby agree as follows.

1. Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Patents and inventions disclosed therein, along with (a) all applications for patents for such inventions or based on the Patents in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the inventions or upon the Patents, (b) all patents which may issue on the inventions and on any application transferred by this Assignment in all countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for the inventions or upon such applications or Patents, for the full term or terms for which the patents may be issued, and (c) every priority right that is or may be predicated upon or arise from the inventions, the Patents and the foregoing applications and patents under any applicable international or bilateral treaty, agreement or convention.
2. Assignor hereby sells, assigns and transfers, and confirms that it has sold, assigned and transferred, to Assignee all of Assignor’s right, title and interest in the Trademarks, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, along with all common law rights therein, together with the goodwill associated with the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, including the right, throughout the world, to use, register, and sell wares and services thereunder, as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and including its entire right, title and interest in and to all income,


royalties, damages and payments now or hereafter due or payable with respect to the Trademarks.

3. Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Domain Names.
4. Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, cooperate with and take all reasonably necessary steps to record Assignee as the assignee and owner of the Patents, Trademarks, and the Domain Names, including causing the administrative and technical contact(s) for the Domain Names to take all steps as may be reasonably necessary to effect transfer and recordation of the Domain Names to Assignee.
5. Assignor and Assignee acknowledge and agree that no representations or warranties, expressed or implied, are made herein with respect to the Patents, Trademarks, or the Domain Names, and that nothing contained in this Assignment shall in any way supersede, modify, replace, amend, rescind, waive narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom.
6. This Assignment is binding upon, and enures to the benefit of, the parties and their respective legal representatives, successors and assigns.
7. The validity, interpretation and effect of this Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts to be carried out wholly within such State.
8. Assignor and Assignee (a) agree that any suit, action or proceeding arising out of or relating to this Assignment shall be brought solely in the United States District Court for the Southern District of New York located in New York, New York, or any state court sitting in New York, New York, (b) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Assignment, (c) waives any objection which it may have to the laying of venue in any such suit, action or proceeding in any such court, and (d) agrees that service of any court paper may be made in such manner as may be provided under applicable law or court rules governing service of process.
9. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or email), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

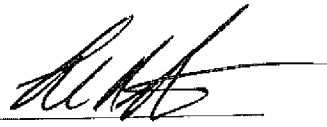
IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Shye Worldwide, LLC

By: 
Name: Brian Sykes
Title: President

Witness:

By: 
Name: Leonard Stamper
Title: N/A

Assignee:

Bradshaw International, Inc.

By: _____
Name:
Title:

Witness:

By: _____
Name:
Title:

[Shye IP Assignment]

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

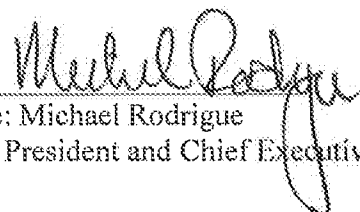
Assignor:

Shye Worldwide, LLC

By: _____
Name:
Title:

Assignee:

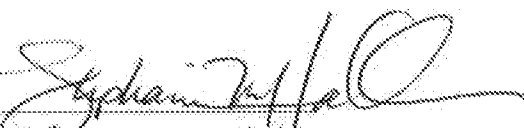
Bradshaw International, Inc.

By: 
Name: Michael Rodrigue
Title: President and Chief Executive Officer

Witness:

By: _____
Name:
Title:

Witness:

By: 
Name: Stephanie M. Halper
Title: Executive Secretary

[Signature Page to Shye IP Assignment]

SCHEDULE A
INTELLECTUAL PROPERTY RIGHTS

1. Patents:

Assignee	Inventors	Date of Patents	Patent Number	Description
Shye Worldwide	Leonard Stamper/Brian Sykes	8/16/2011	D643,251 S	Container
Shye Worldwide	Leonard Stamper/Brian Sykes	12/18/2012	D672,613	Container
Shye Worldwide	Leonard Stamper	8/5/2008	D574,189 S	Lunch Set
Shye Worldwide	Leonard Stamper/Brian Sykes	9/13/2011	D644,892 S	Flip Top Container (Dry Storage) 9437
Shye Worldwide	Leonard Stamper/Brian Sykes	9/27/2011	D645,707 S	New Version TV Dinner
Shye Worldwide	Leonard Stamper/Brian Sykes	9/27/2011	D645,708 S	New Version Divided Rect
Shye Worldwide	Leonard Stamper/Brian Sykes	12/6/2011	D649,838 S	Divided 3 Compartment Rect
Shye Worldwide	Wang Hui, Ningbo	12/27/2011	8,083,095 B2	Positive Snap Seal Containers
Shye Worldwide	Leonard Stamper/Brian Sykes	2/14/2012	D53,910 S	Round Casserole-Base
Shye Worldwide	Leonard Stamper/Brian Sykes	2/14/2012	D653,911 S	Oval Casserole-Base
Shye Worldwide	Leonard Stamper/Brian Sykes	2/14/2012	D653,913 S	Tall Container
Shye Worldwide	Leonard Stamper/Brian Sykes	2/14/2012	D661,550 S	7Cup Casserole Rect Base
Shye Worldwide	Leonard Stamper/Brian Sykes	7/3/2012	D662,780 S	1 Gallon Casserole Rect
Shye Worldwide	Leonard Stamper/Brian Sykes	12/6/2011	D649,839 S	TW_Deep Rectangle
Shye Worldwide	Leonard Stamper/Brian Sykes	12/18/2012	D672,612 S	Base Line Square-Thin Wall
Shye Worldwide	Leonard Stamper/Brian Sykes	12/18/2012	D672,614 S	Base Line-Square Durable
Shye Worldwide	Leonard Stamper/Brian Sykes	12/18/2012	D672,615 S	Base Line-Square Durable
Shye Worldwide	Leonard Stamper/Brian Sykes	12/18/2012	D672,616 S	Base Line-Square Durable
Shye Worldwide	Leonard Stamper/Brian Sykes	12/18/2012	D672,617 S	Twister-16oz Base
Shye Worldwide	Leonard Stamper/Brian Sykes	12/18/2012	D672,618 S	Twister-32oz Base
Shye Worldwide	Leonard Stamper/Brian Sykes	12/25/2012	D673,009 S	Base Line-Square Durable
Shye Worldwide	Leonard Stamper/Brian Sykes	12/25/2012	D673,047 S	Twister-LID

Shye Worldwide	Leonard Stamper/Brian Sykes	12/25/2012	D673,010 S	Twister-64oz Base
Shye Worldwide	Leonard Stamper/Brian Sykes	5/27/2014	D705,593 S	Bump Trim - 3 shown on Round
Shye Worldwide	Leonard Stamper/Brian Sykes	5/20/2014	D704,987 s	Bump Trim - 2 shown on Lunch Kit lid
Shye Worldwide	Leonard Stamper/Brian Sykes	9/9/2014	D712,697 S	Bump Trim - 2 shown on Rect
Shye Worldwide	Leonard Stamper/Brian Sykes	9/9/2014	D712,702 S	Base on SOUP BOWL
Shye Worldwide	Leonard Stamper/Brian Sykes	12/11/2014	D672,204 S	Rectangle Base Design-Shown on Thin
Shye Worldwide	Leonard Stamper/Brian Sykes	1/20/2015	D721,251 S	Base on SOUP CUP App. 29/46,953
Shye Worldwide	Leonard Stamper/Brian Sykes	8/18/2015	D736,570 S	Canister with measuring cup and lid
Shye Worldwide	Leonard Stamper/Brian Sykes	5/27/2014	D705,593	Container Lid

APPLIED FOR Not Yet Issued:				
Applied on		Status Has an	Reg/ App #	
1/1/2013	Shye Worldwide	Application # Now	14/156,016	Pasta Pot
2/20/2013	Shye Worldwide		29/437,754	BUMP SQUARE
2/20/2013	Shye Worldwide		29/521,632	Bump - Other Round 2 Bump
2/20/2013	Shye Worldwide		No Prov # Yet	Elliptical Vent
10/2015	Shye Worldwide		No Prov # Yet	New Sealing System

2. Trademarks

UNREGISTERED TRADEMARKS



REGISTERED TRADEMARKS

OWNER	TRADEMARK	Description and Registration Number	REGISTERED DATE
SHYE WORLDWIDE	LUNCH BOX 2-GO	FOODSTORAGE, HOUSEWARES #3856000	10/5/2010
SHYE WORLDWIDE	SALAD ON THE RUN	FOODSTORAGE, HOUSEWARES #3,855,981	10/5/2010
SHYE WORLDWIDE	MEALS ON THE RUN	FOODSTORAGE, HOUSEWARES #3,855,983	10/5/2010
SHYE WORLDWIDE	TABLE READY	FOODSTORAGE, HOUSEWARES #4,248,895	11/1/12
SHYE WORLDWIDE	EZ STRAIN	cl. 21 Cooking Pots, Strainers #4,421,282	10/22/2013

3. Domain Names

shyeworldwide.com