

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LHS International, 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: 8			
Property Type	Number	Word Mark	
Registration Number:	3137336	SUPER EASY OPEN	
Registration Number:	4356219	GOURMET SOLUTIONS	
Registration Number:	2833941	GOURMET SOLUTIONS	
Registration Number:	3546528	CLICK & FRESH	
Registration Number:	3553395	SOUPER LUNCH SET TO-GO	
Serial Number:	77896309	CEREAL ON THE RUN	
Registration Number:	4030037	GREEN SOLUTIONS	
Registration Number:	4743476	DON'T TOSS IT WASH IT!	
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		

OP \$215.00 3137336

NAME OF SUBMITTER:	Edward Fan
SIGNATURE:	/Edward Fan/
DATE SIGNED:	12/03/2015
Total Attachments: 6 source=LHS IP Assignment - Bradshaw-ShyeLHS (Fully executed)#page1.tif source=LHS IP Assignment - Bradshaw-ShyeLHS (Fully executed)#page2.tif source=LHS IP Assignment - Bradshaw-ShyeLHS (Fully executed)#page3.tif source=LHS IP Assignment - Bradshaw-ShyeLHS (Fully executed)#page4.tif source=LHS IP Assignment - Bradshaw-ShyeLHS (Fully executed)#page5.tif source=LHS IP Assignment - Bradshaw-ShyeLHS (Fully executed)#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (“**Assignment**”), dated as of December 3, 2015 (“**Effective Date**”), is made by and between LHS International, 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**”) and trademarks (the “**Trademarks**”) 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 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 and the Trademarks.
4. Assignor and Assignee acknowledge and agree that no representations or warranties, expressed or implied, are made herein with respect to the Patents and the Trademarks, 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.
5. This Assignment is binding upon, and enures to the benefit of, the parties and their respective legal representatives, successors and assigns.
6. 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.
7. 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.
8. 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.

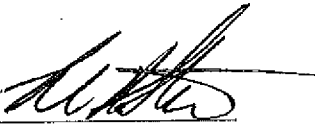
IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

LHS International, 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:

[LHS IP Assignment]

TRADEMARK
REEL: 005681 FRAME: 0629

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

Assignor:

LHS International, LLC

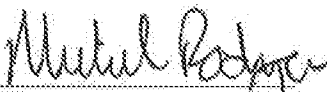
By: _____
Name:
Title:

Witness:


By: _____
Name:
Title:

Assignee:

Bradshaw International, Inc.

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

Witness:

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

[Signature Page to LHS IP Assignment]

SCHEDULE A
INTELLECTUAL PROPERTY RIGHTS

1. Patents

Assignee	Inventors	Date of Patents	Patent Number	Description
LHS International	Leonard Stamper	10/6/2009	D601,381 S	Lunch Set
LHS International	Leonard Stamper	12/18/2007	D557,569 S	Deep Square (Old Vers)
LHS International	Leonard Stamper	12/25/2007	D557,992 S	Tv Dinner
LHS International	Leonard Stamper	5/27/2008	D569,722 S	Square TW Old Ver
LHS International	Leonard Stamper/Brian Sykes	N/A	D643,251 S	Shallow Cross Container
LHS International	Leonard Stamper	3/10/2009	D587,955 S	Water Dispenser
LHS International	Brian Sykes	1/19/2010	D608,147 S	Snack/Drink Cup
LHS International	Leonard Stamper	5/18/2010	D615,821 S	Salad on the Run (w/Tray)
LHS International	Leonard Stamper	10/12/2010	D625,149 S	Cereal on the Run w/COOL Ring
LHS International	Leonard Stamper	12/25/2012	D557,993 S	Sm/Med Lg Rectangle (WM)

APPLIED FOR Not Yet Issued:				
Applied on		Status	Reg/ App #	
2/28/2007	LHS		11712,874	Orig. Sealing System
4/4/2014	LHS		14245,289	Container sealing system

2. Trademarks

Unregistered Trademarks



REGISTERED TRADEMARKS

OWNER	TRADEMARK	Description and Registration Number	REGISTERED DATE
LHS INTERNATIONAL	SUPER EASY OPEN	FOODSTORAGE, HOUSEWARES #3,137,336	8/29/2006
LHS INTERNATIONAL	GOURMET SOLUTIONS	FOOD STORAGE, KITCHEN TOOLS, CLEANING SETS #4,356,219	6/25/2013
LHS INTERNATIONAL	GOURMET SOLUTIONS	KITCHEN TOOLS, #2,833,941	4/20/2004
LHS INTERNATIONAL	CLICK N FRESH	FOODSTORAGE, HOUSEWARES #3,546,528	12/16/2008
LHS INTERNATIONAL	SOUPER LUNCH SET TO-GO	FOODSTORAGE, HOUSEWARES #3,553,395	12/30/2008
LHS INTERNATIONAL	CEREAL ON THE RUN	FOODSTORAGE, HOUSEWARES #77896309	10/12/2010
LHS INTERNATIONAL	Green Solutions	BIODEGRADABLE FOOD STORAGE & BAGS #4,030,037	9/20/2011
LHS INTERNATIONAL	DON'T TOSS IT WASH IT	DISHES, CL. 2,13,23,29,30,33,40,50 REG# 4,743,476	5/26/15
LHS INTERNATIONAL	GOURMET SOLUTIONS	This is a Canadian Trademark # TMA914,708	6/21/15