

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368985

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ava Ruha Corporation		12/30/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mother's Market & Kitchen, Inc.		
<b>Street Address:</b>	100 Kalmus Drive		
<b>City:</b>	Costa Mesa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92626		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1440871	MOTHER'S MARKET & KITCHEN	
<b>Registration Number:</b>	4351038	MOTHER'S MARKET & KITCHEN	
<b>Registration Number:</b>	4668030	MOTHER'S KITCHEN	
<b>Registration Number:</b>	4712868	MOTHER'S MARKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178327000		
<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>	6178321000		
<b>Email:</b>	ustrademark@foleyhoag.com		
<b>Correspondent Name:</b>	Joshua S. Jarvis, Esq.		
<b>Address Line 1:</b>	155 Seaport Boulevard		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	30154.00025		
<b>NAME OF SUBMITTER:</b>	Joshua S. Jarvis, Esq.		
<b>SIGNATURE:</b>	/Joshua S. Jarvis, Esq./		
<b>DATE SIGNED:</b>	01/13/2016		
<b>Total Attachments: 5</b>			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment") is made as of December 30, 2015, by Ava Ruha Corporation, a California corporation (the "Seller"), in favor of Mother's Market & Kitchen, Inc., a Delaware corporation ("Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of August 4, 2015, by and between MRMMK Hold Co., a Delaware corporation, Buyer, Seller and the other parties named therein, as amended to date (as so amended, the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all right, title and interest in, to and under the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives (including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents) as reasonably requested by Buyer, including as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement

shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts; Facsimile. This IP 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 IP 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 IP Assignment.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first written above.

AVA RUHA CORPORATION

By: [Signature]  
Name: Ramona George Payette  
Title: Chief Executive Officer

Address for Notices:  
100 Kalmus Dr  
Costa Mesa, CA 92626  
Attention: Chief Executive Officer

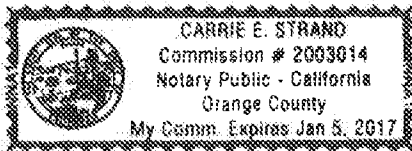
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CA )  
COUNTY OF Orange ) ss.

On 12/29, 2015, before me, the undersigned, a Notary Public in and for such State, personally appeared Ramona George Payette, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a CEO (title) of Ava Ruha Corporation.

WITNESS my hand and official seal.

[SEAL]



[Signature]  
Notary Public  
My Commission expires on: Jan 5, 2017




Accepted:  
MOTHER'S MARKET & KITCHEN, INC.

By: \_\_\_\_\_  
Name: Justin C. Jacobs  
Title: President & Chief Executive Officer  
Address for Notices:  
c/o Mill Road Capital II, L.P.  
382 Greenwich Avenue, Suite One  
Greenwich, CT 06830  
Attention: President and Chief Executive Officer



**SCHEDULE 1**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

Jurisdiction	Mark	Record Owner	Serial No. & Filing Date	Reg. No. & Reg. Date	Status
China		Ava Ruha Corporation	10449805 1/29/12	10449805 4/14/2015	REGISTERED  Renewal Due 4/13/2025
United States		Ava Ruha Corporation	73/472,414 3/26/84	1,440,871 5/26/87	REGISTERED  Renewal Due 5/26/17
California State		Ava Ruha Corporation	--	72686B 4/2/84	REGISTERED  Renewal Due 4/2/19
United States	<b>MOTHER'S MARKET &amp; KITCHEN</b>	Ava Ruha Corporation	85/513,791 1/11/12	4,351,038 6/11/13	REGISTERED  Affidavit of Use due 6/11/19  Renewal due 6/11/23
United States	<b>MOTHER'S KITCHEN</b>	Ava Ruha Corporation	85/745,711 10/4/12	4,668,030 1/6/15	REGISTERED  Affidavit of Use due 1/6/21  Renewal due 1/6/25
United States	<b>MOTHER'S MARKET</b>	Ava Ruha Corporation	85/745,733 10/4/12	4,712,868 3/31/15	REGISTERED  Affidavit of Use due 3/31/21  Renewal due 3/31/25