

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372677

<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>
National Deli, LLC		02/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Colorado Premium Deli, LLC		
<b>Street Address:</b>	2035 2nd Avenue		
<b>City:</b>	Greeley		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80631		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4252345	DELI HOST	
<b>Registration Number:</b>	4176754	NATIONAL DELI	
<b>Registration Number:</b>	2588219	DELI KING	
<b>Registration Number:</b>	4066630	NATIONAL DELI	
<b>Registration Number:</b>	2763861	NATIONAL DELI	
<b>Registration Number:</b>	4169046	PRIDE IS WHAT MAKES US BETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>Email:</b>	tmmpls@faegrebd.com		
<b>Correspondent Name:</b>	Pablo Svirsky/Marla Manning		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-3901		
<b>ATTORNEY DOCKET NUMBER:</b>	486211.13		
<b>NAME OF SUBMITTER:</b>	Marla Manning		
<b>SIGNATURE:</b>	/Marla Manning/		
<b>DATE SIGNED:</b>	02/10/2016		

OP \$165.00 4252345

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of February 1, 2016, is between National Deli, LLC, a Delaware limited liability company ("Assignor") and Colorado Premium Deli, LLC, a Colorado limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is the current owner of the intellectual property listed on the attached Schedule A (the "Assigned IP").

WHEREAS, Fifth Third Bank, an Ohio banking corporation (the "Bank"), has a security interest in and a lien upon certain property of Assignor (the "Assets").

WHEREAS, Assignee and the Bank are parties to that certain Asset Purchase Agreement dated as of February 1, 2016 (the "Agreement").

WHEREAS, pursuant to the Agreement, the Bank agreed to sell, and Buyer agreed to purchase, the Assets.

WHEREAS, in connection with the Agreement, Assignor has agreed to sell, and Assignee agreed to purchase, all of the Assigned IP.

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

1. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule A hereto (the "Trademarks") together with the goodwill of the business symbolized thereby; (ii) all trademark applications, registrations and filings related to the Trademarks and all renewals and extensions thereof; (iii) all licenses for the use of the Trademarks; (iv) all rights to sue for past, present and future infringement of the Trademarks, and the right of recovery, including but not limited to damages for past, present and future infringement; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Successors. This Assignment shall inure to the benefit of and is binding upon Assignor and Assignee and their respective successors and assigns.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the State of Ohio without giving effect to the conflict of laws rules thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

**ASSIGNOR**

**National Deli, LLC**

By: [Signature]

Its: President & CEO

Date: 2/1/16

**ASSIGNEE**

**Colorado Premium Deli, LLC**

By: [Signature]

Its: President & Co.M.

Date: 2/1/16

Schedule A

**Trademarks**

<u>Country</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Trademark</u>	<u>Trademark Status</u>
U.S.	3/29/2011	4252345	12/4/2012	Deli Host	Registered
U.S.	4/18/2011	4176754	7/17/2012	National Deli	Registered
U.S.	7/26/2001	2588219	7/2/2002	Deli King	Registered
U.S.	4/18/2011	4066630	12/6/2011	National Deli	Registered
U.S.	9/3/2002	2763861	9/16/2003	National Deli	Registered
U.S.	4/18/2011	4169046	7/3/2012	Pride Is What Makes Us Better	Registered