

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whole Foods Market IP, L.P.		01/14/2016	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Kathleen Dragon		
Street Address:	2105 Mapleton Ave		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80304		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86436830	ACTIVE FOODIE	
Serial Number:	86436809	ACTIVE FOODIE	
Serial Number:	86436804	THE WAY TRAVEL SHOULD TASTE	
Serial Number:	85590410	WHOLE JOURNEYS	
Registration Number:	4755769	THE WAY TRAVEL SHOULD TASTE	
Registration Number:	4594159	WHOLE JOURNEYS	
Registration Number:	4692741	WHOLE JOURNEYS	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<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:	512-322-5200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Christopher L. Graff		
Address Line 1:	600 Congress Avenue, Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	WFMV5857		
NAME OF SUBMITTER:	Katrina A. Ripperda		
SIGNATURE:	/kar/		

OP \$190.00 86436830

DATE SIGNED:	02/16/2016
Total Attachments: 3 source=Whole Journeys assignment#page1.tif source=Whole Journeys assignment#page2.tif source=Whole Journeys assignment#page3.tif	

Exhibit A

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights is entered into as of 14 January 13, 2016 (the "Effective Date") between Whole Foods Market IP, L.P. ("Assignor") a Delaware limited partnership, having an address of 550 Bowie Street, Austin, Texas 78703 and Kathleen D. [Signature] ("Assignee"), a CEO, having an address of 2105 [Signature] in Bowie St. L.O. 8000

WHEREAS, pursuant to the terms of an Agreement dated 1/14/2016 (the "Purchase Agreement") by and between Assignor and Assignee, Assignor agreed to transfer to Assignee all rights in and to the "Whole Journeys Intellectual Property," as defined in the Purchase Agreement (herein the "Assigned IP");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned IP; and

WHEREAS, Assignee is the Assignor's successor with respect to the Whole Journeys business (the "Business"), to which Business the trademarks of the Assigned IP pertain, and the Business is ongoing and existing both before and after the Effective Date;

NOW, THEREFORE, for good and valuable consideration, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows

1. Assignment of Trademarks. Assignor does hereby transfer, convey, assign and deliver to Assignee, and Assignee accepts, all right, title and interest of Assignor in and to the trademarks and service marks of the Business, including those set forth in Schedule I hereto, together with the goodwill of the Business connected with the use thereof and symbolized thereby, and any registrations and applications for registrations thereof.

2. Assignment of Domain Names. Assignor does hereby transfer, convey, assign and deliver to Assignee, and Assignee accepts, all right, title and interest of Assignor in and to the domain names (including the registrations thereof) and the social media accounts pertaining to the Business owned and controlled by Assignor as of the Effective Date, including without limitation the domain names and social media accounts set forth in Schedule II hereto.

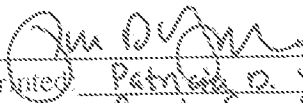
3. Relationship to Purchase Agreement. This Assignment shall not be deemed to supersede any of the provisions of the Purchase Agreement, and if there is any conflict between the terms of this document and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

4. Further Assurances. Assignor agrees and acknowledges that it will, without further remuneration, execute when requested such further documentation as reasonably deemed necessary or appropriate by Assignee to effect or record the transfer of the Assigned IP to Assignee and/or to the officers, employees, agents, attorneys or other designees of Assignee, or to carry out the purpose of this Assignment.

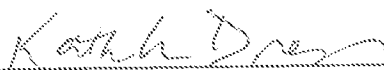
5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

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

Whole Foods Market IP, L.P.

By: 
Name Printed: Patrick A. Yost
Title: Asst. Secretary

[Assignee]

By: 
Name Printed: Keith Drees
Title: CEO Whole Foods

Schedule I

Trademark Applications & Registrations

MARK	Country	Application or Registration No.	Filing Date	Registration Date
ACTIVE FOODIE	United States	86/436,830	28-Oct-2014	
ACTIVE FOODIE	United States	86/436,809	28-Oct-2014	
THE WAY TRAVEL SHOULD TASTE	United States	86/436,804	28-Oct-2014	
THE WAY TRAVEL SHOULD TASTE	United States	4,755,769	28-Oct-2014	16-Jun-2015
WHOLE JOURNEYS	United States	85/590,410	5-Apr-2012	
WHOLE JOURNEYS	United States	4,594,159	5-Jan-2012	26-Aug-2014
WHOLE JOURNEYS	United States	4,692,741	5-Jan-2012	24-Feb-2015