

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saladworks, LLC		06/12/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SW Acquisition Company, LLC		
Street Address:	2029 Century Park East, Suite 2600		
Internal Address:	c/o Katten Muchin Rosenman LLP		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86655055	AMERICA'S BEST SALADS	
CORRESPONDENCE DATA			
Fax Number:	8886497733		
<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:	2156581890		
Email:	akatz@belleskatz.com		
Correspondent Name:	Andrew B. Katz		
Address Line 1:	721 Dresher Road, Suite 1100		
Address Line 4:	Horsham, PENNSYLVANIA 19044		
ATTORNEY DOCKET NUMBER:	SW-019		
NAME OF SUBMITTER:	Andrew B. Katz		
SIGNATURE:	/Andrew B. Katz/		
DATE SIGNED:	04/05/2016		
Total Attachments: 4			
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OP \$40.00 86655055

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made and entered into as of June 12, 2015, by and between Saladworks, LLC (the "Seller"), and SW Acquisition Company, LLC (the "Buyer"). Capitalized terms used herein not otherwise defined shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 22, 2015, by and between the Seller and the Buyer (the "Purchase Agreement"), the Seller has agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Buyer, and the Buyer has agreed to purchase, all right, title and interest of the Seller in, to or under the Acquired Assets, including without limitation, all interest of the Seller in and to all Intellectual Property used in the Business, including without limitation all Intellectual Property set forth on Schedule 3.9(b) and Schedule 3.9(d)(i) to the Purchase Agreement, free and clear of all interests to the fullest extent permitted by Section 363 of the Bankruptcy Code (11 U.S.C. § 363), including, without limitation, all pledges, security interests, liens, claims, Interests or Encumbrances (other than Assumed Liabilities, Permitted Liens and Permitted Encumbrances); and

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to execute and deliver this Agreement to effectuate the sale, transfer, assignment, conveyance and delivery of the Intellectual Property to the Buyer, its successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. For and in consideration of payment by the Buyer to the Seller of the Purchase Price, all upon the terms and subject to the conditions set forth in the Purchase Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged and accepted by the Seller, the Seller hereby transfers, assigns, conveys and delivers to the Buyer, or its successors and assigns, all of the Seller's entire worldwide right, title and interest in, to and under any Intellectual Property, free and clear of all interests to the fullest extent permitted by Section 363 of the Bankruptcy Code (11 U.S.C. § 363), including, without limitation, all pledges, security interests, liens, claims, Interests or Encumbrances (other than Assumed Liabilities, Permitted Liens and Permitted Encumbrances) the same to be held and enjoyed by the Buyer for its use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as the same would have been held and enjoyed by the Seller had this sale, transfer, assignment, conveyance and delivery not been made. The assignment of Intellectual Property granted herein includes an assignment of all goodwill associated therewith.

2. The Buyer and the Seller hereby agree to execute and deliver any and all additional documents that the Buyer or the Seller may reasonably request in order to more fully effect the agreements set forth in this Agreement.

3. This Agreement shall be subject to the terms and conditions set forth in the Purchase Agreement and the Sale Order. The Buyer and the Seller hereby acknowledge and agree that the provisions of this Agreement shall not limit the full force and effect of the terms and provisions of the Purchase Agreement or the Sale Order, and that in the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement or the Sale Order, the terms and provisions of the Purchase Agreement and the Sale Order shall prevail, govern and control in all respects without limitation.

4. No failure to exercise and no delay in exercising any right or power under this Agreement shall operate as a waiver thereof. No modification or amendment of this Agreement shall be valid and binding, unless it is in writing and signed by the parties hereto.

5. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

6. The undertakings, covenants and agreements set forth herein shall be binding upon and inure to the benefit of the Buyer and the Seller and their respective successors and assigns.

7. The terms and conditions of this Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

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IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment of Intellectual Property as of the date first written above.


SELLER:

SALADWORKS, LLC

By: _____

Name: _____

Title: _____


John M Sandqvist
CEO

BUYER:

SW ACQUISITION COMPANY, LLC

By: _____

Name: _____

Title: _____

Signature Page to Assignment of Intellectual Property

TRADEMARK
REEL: 005765 FRAME: 0285

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment of Intellectual Property as of the date first written above.

SELLER:

SALADWORKS, LLC

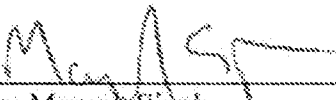
By: _____

Name:

Title:

BUYER:

SW ACQUISITION COMPANY, LLC

By:  _____

Name: Mayank Singh

Title: Vice President, Secretary and Treasurer

Signature Page to Assignment of Intellectual Property