TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM379983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paleteria La Michoacana (Sub), Inc.		04/01/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	PLM Operations, LLC			
Street Address:	2068 Lapham Drive			
City:	Modesto			
State/Country:	CALIFORNIA			
Postal Code:	95354			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark			
Registration Number:	4575948	COOLSTIX			
Registration Number:	4481570	MINI JUICYCREAMS			
Registration Number:	4061180	E-NORMUS			
Registration Number:	3210304	LA INDITA MICHOACANA			
Registration Number:	2905172				
Registration Number:	2968652				
Registration Number:	3121493	DOMINGUERA			
Serial Number:	85341601	LA INDITA MICHOACANA			
Serial Number:	77451471	LA MICHOACANA ES NATURAL			
Serial Number:	86453565	LA MICHOACANA			
Serial Number:	86453553	LA MICHOACANA			
Serial Number:	86785470	SIERRA DEL SOL FARMS			
Serial Number:	86758902	SIERRA DEL SOL FARMS			
Serial Number:	86453534				
Serial Number:	86453485				
Serial Number:	86156963	MEXICOLD FRUIT BARS			
Serial Number:	86157010	SOUR CHILLS			
Serial Number:	85393112	LA INDITA MICHOACANA			
Serial Number:	85378387	LA INDITA			
		TRADEMARK			

900360370

REEL: 005768 FRAME: 0404

CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7212.013
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	04/08/2016

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Assignment</u>"), dated as of April 1, 2016, is made by and between Paleteria La Michoacana (Sub), Inc., a California corporation ("<u>Assignor</u>") and PLM Operations, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor, Paleteria La Michoacana (Sub), Inc., a California corporation having its principal place of business at 2068 Lapham Drive, Modesto, California, 95354, is owner of the trademark registrations set forth in <u>Schedule 1</u> attached hereto and incorporated herein by reference (the "<u>Trademarks</u>") and desires to assign all right, title and interest in the Trademarks, together with all goodwill associated with the Trademarks, to Assignee; and

WHEREAS, Assignee desires to acquire all right, title and interest in the Trademarks, together with all goodwill associated with the Trademarks, from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with all goodwill associated with said Trademarks, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to the Trademarks or the associated goodwill.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks. Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

[Signature page follows]

TRADEMARK REEL: 005768 FRAME: 0406 IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

PALETERIAL ANCHOACANA (SUB), INC.
By:
Name: Gacy J. Shona
Title: Chief Executive Officer
PLM OPERATIONS, LLC
By:
Name: Robert J. Spigner
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

PALETEKIA LA MICHOACANA (SUB), INC.
By:
Name: Gary J. Sbona
Title: Chief Executive Officer
PLM OPERATIONS, LLC
By: Jalify

Title: Chief Executive Officer

Schedule 1 to Trademark Assignment Agreement

TRADEMARK REGISTRATIONS

1. <u>REGISTERED TRADEMARKS</u>

MARK	SERIAL NO.	STATUS	REGISTRATION NO.	REGISTRATION DATE
COOLSTIX	86159729	Registered	4575948	07/29/14
MINI JUICYCREAMS	85436666	Registered	4481570	02/11/14
E-NORMUS	85115972	Registered	4061180	11/22/11
LA INDITA MICHOACANA	78660166	Registered	3210304	02/20/07
None (Design only)	78330432	Registered	2905172	11/23/04
None (Design only)	78330419	Registered	2968652	07/12/05
DOMINGUERA	78344514	Registered	3121493	07/25/06

2. TRADEMARK APPLICATIONS

RECORDED: 04/08/2016

MARK	SERIAL NO.	STATUS	REGISTRATION NO.	APPLICATION DATE
LA INDITA MICHOACANA	85341601	Pending	N/A	6/8/11
LA MICHOACANA ES NATURAL	77451471	Pending	N/A	4/17/08
LA MICHOACANA	86453565	Pending	N/A	11/13/14
LA MICHOACANA	86453553	Pending	N/A	11/13/14
SIERRA DEL SOL FARMS	86785470	Pending	N/A	10/12/15
SIERRA DEL SOL FARMS	86758902	Pending	N/A	9/16/15
None (Design only)	86453534	Pending	N/A	11/13/14
None (Design only)	86453485	Pending	N/A	11/13/14
MEXICOLD FRUIT BARS	86156963	Pending	N/A	1/3/14
SOUR CHILLS	86157010	Pending	N/A	1/3/14
LA INDITA MICHOACANA	85393112	Pending	N/A	8/9/11
LA INDITA	85378387	Pending	N/A	7/22/11

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