

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382060

<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>
Custom Blending, Inc.		02/29/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Custom Blending, LLC		
<b>Street Address:</b>	1635 Foxtrail Dr.		
<b>City:</b>	Loveland		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80538		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78590723	UNCLE BEMIS	
<b>Serial Number:</b>	78590742	FLAVOR ESTATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9706604415		
<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>	970-301-0646		
<b>Email:</b>	tomc@customblending.com		
<b>Correspondent Name:</b>	Thomas W. Cotter		
<b>Address Line 1:</b>	1635 Foxtrail Dr.		
<b>Address Line 4:</b>	Loveland, COLORADO 80538		
<b>NAME OF SUBMITTER:</b>	Thomas W. Cotter		
<b>SIGNATURE:</b>	/Thomas W. Cotter/		
<b>DATE SIGNED:</b>	04/27/2016		
<b>Total Attachments: 3</b>			
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## ASSET PURCHASE AGREEMENT

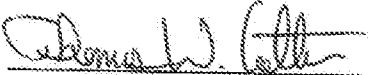
This Agreement is entered into this 29th day of February, 2016 by and between Custom Blending, LLC, a Colorado limited liability company ("Buyer"), Thomas W. Cotter and Kristie T. Cotter, the owners of Buyer (collectively "Cotter") and Custom Blending, Inc., a Colorado corporation doing business as Rodelle Inc. ("Seller"). Buyer, Cotter and Seller are collectively referred to herein as the "Parties."

1. Definitions. Defined terms herein shall have the meanings set forth on Annex I, which is attached hereto and made a part hereof by this reference, unless a term is otherwise expressly defined herein.
2. Basic Transaction.
  - a. Purchase and Sale of Acquired Assets. On and subject to the terms and conditions of this Agreement, at Closing for the consideration specified in Section 2(b) below Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer all right, title, and interest in and to the specific assets of Seller set forth on Schedule 2(a) attached hereto (collectively, the "Acquired Assets"). Buyer is not acquiring and Seller is not selling any assets other than the Acquired Assets. Buyer is not assuming any liabilities of Seller.
  - b. Purchase Price. The Buyer agrees to pay to the Seller at the Closing One Million Six Hundred Fifty Thousand and no/100 DOLLARS (\$1,650,000.00) (the "Purchase Price") in the form of (i) One Million Seventy-Eight Thousand Five Hundred and no/100 Dollars (\$1,078,500.00) in cash, payable by wire transfer or delivery of other immediately available funds to Seller; and (ii) Five Hundred Seventy-One Thousand Five Hundred and no/100 Dollars (\$571,500.00) will be paid in the form of a promissory note in substantially the form attached hereto as Exhibit A to be delivered at Closing (the "Note").
  - c. The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Seller at 3641 Precision Drive, Fort Collins, CO 80528, commencing at 2:00 p.m. on the date first written above (the "Closing Date").
  - d. Deliveries at the Closing. On or before the Closing, the Parties will make the following deliveries.
    - i. Seller will deliver to Buyer: (A) a Bill of Sale for the Acquired Assets, in the form attached hereto as Exhibit B; and (B) such other instruments of sale, transfer, conveyance, and assignment as the Buyer and its counsel may reasonably request.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

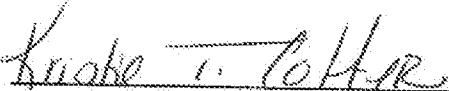
**BUYER:** Custom Blending, LLC

By:   
Thomas W. Cotter, President/Managing Member

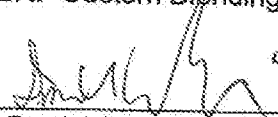
By:   
Kristie T. Cotter, Vice President/Managing Member

**COTTER:**

  
Thomas W. Cotter

  
Kristie T. Cotter

**SELLER:** Custom Blending, Inc.

By:   
Daniel Berlin, President

**SCHEDULE 2(a)**  
**ACQUIRED ASSETS**

**Customers/products:**

Customer list (identified by product sold to that customer) -- see attached.

**Vendors:**

All vendor information for Ingredients and Packaging (not including pricing) related to the products identified above

**Hard Assets:**

Ingredients and Printed Custom Blending packaging associated with the products identified above valued at cost of \$116,000

**Blending Division Recipes, documentation and know how:**

All Recipes for the products related to these included Customers' accounts -- see attached  
Electronic copies of all documents related to the nutritional facts, ingredients and product specifications, related to the products and customers identified above  
Proprietary and Custom Spice Blends and Recipes for the products related to these included Customers' accounts  
Product information files with detailed SKU information, for the products related to these included Customers' accounts

**Quality Control documents and History:**

Copies of any 2015 traceability history related to products and for the customers identified above

**Web Site:**

Custom Blending web sites included in the sale:

[www.CustomBlending.com](http://www.CustomBlending.com)

[www.CustomBlendingInc.com](http://www.CustomBlendingInc.com)

[www.FlavourEstates.com](http://www.FlavourEstates.com)

**Trade Marks:**

Custom Blending™

Uncle Bemis® - Accepted: December 12, 2006 Registration No. 3182647

Flavor Estates® - Accepted: August 22, 2006 Registration No. 3132224

CUSTOM  BLENDING™

