

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/15/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Better Food Company		05/15/2014	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Frozen Delicacy		
Doing Business As:	Mashti Malone's Ice Cream		
Street Address:	525 N. La Brea Ave.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	91360		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2009855	AKBAR MASHTI	
Serial Number:	85840159	MASHTI MALONE'S	
Serial Number:	85840111	MASHTI	
CORRESPONDENCE DATA			
Fax Number:	8189957335		
<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:	818-728-0712		
Email:	leelubin@gmail.com		
Correspondent Name:	Lee David Lubin, Esq.		
Address Line 1:	16133 Ventura Blvd., Suite 1175		
Address Line 4:	Encino, CALIFORNIA 91436		
NAME OF SUBMITTER:	Lee David Lubin, Esq.		
SIGNATURE:	/Lee David Lubin/		
DATE SIGNED:	05/12/2016		
Total Attachments: 14			
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**ASSET PURCHASE AGREEMENT –
FROZEN DELICACY**

This Asset Purchase Agreement (“Agreement”) is entered into by and between Frozen Delicacy, a California Corporation (“Buyer”) on one hand, and Better Food Company, a California Corporation (“Seller”). Both are collectively the “Parties”. This Agreement is dated May 15, 2014 for reference purposes only and is effective when signed by all parties.

Recitals

WHEREAS, Buyer is duly organized as a Corporation in the State of California, Secretary of State number C3647710; and

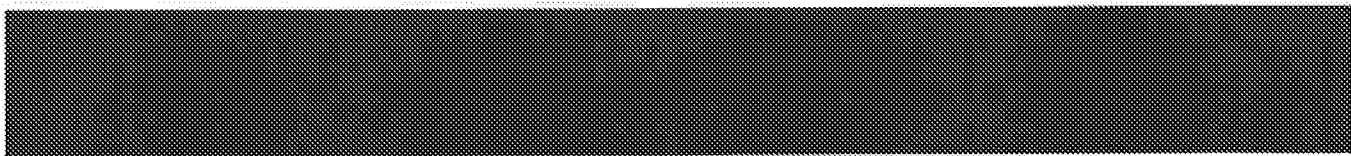
WHEREAS, Seller is duly organized as a Corporation in the State of California, Secretary of State number C3354757; and

WHEREAS, Seller wish to sell certain assets of Seller to Buyer, and Buyer wishes to purchase those assets from Seller; and

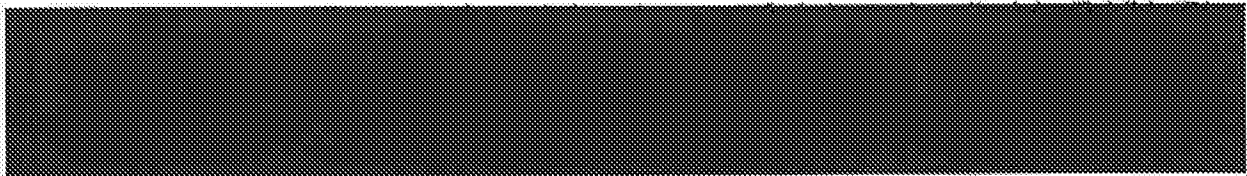
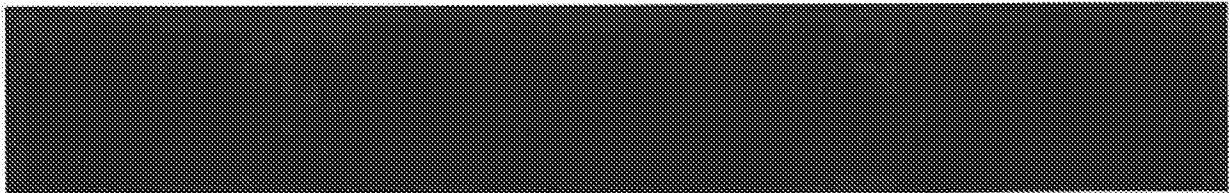
NOW, THEREFORE, in consideration of the exchange of agreements and promises set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

Terms and Conditions

1. Recitals Incorporated. The above Recitals are incorporated into this Agreement and made a part hereto.



3. Asset Purchase. On the Closing Date, Seller shall sell, and Buyer shall purchase, the assets listed in Exhibit ‘A’ – Assets Transferred.



7. Closing Date and Location. The Closing Date shall be a "virtual" closing, with no physical meeting of the Parties required, to take place at 11:59 p.m. on June 30, 2014, at offices of The Small Business Law Firm, P.C., 299 West Hillcrest Drive, Suite 214, Thousand Oaks, CA 91360. Insofar as practical, the Parties shall work to complete as much of their obligations to support this Closing Date, except those activities that require actions after the Closing Date. Notwithstanding this requirement, the Closing Date shall not be delayed due to non-performance of any material or non-material obligation of the Parties.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

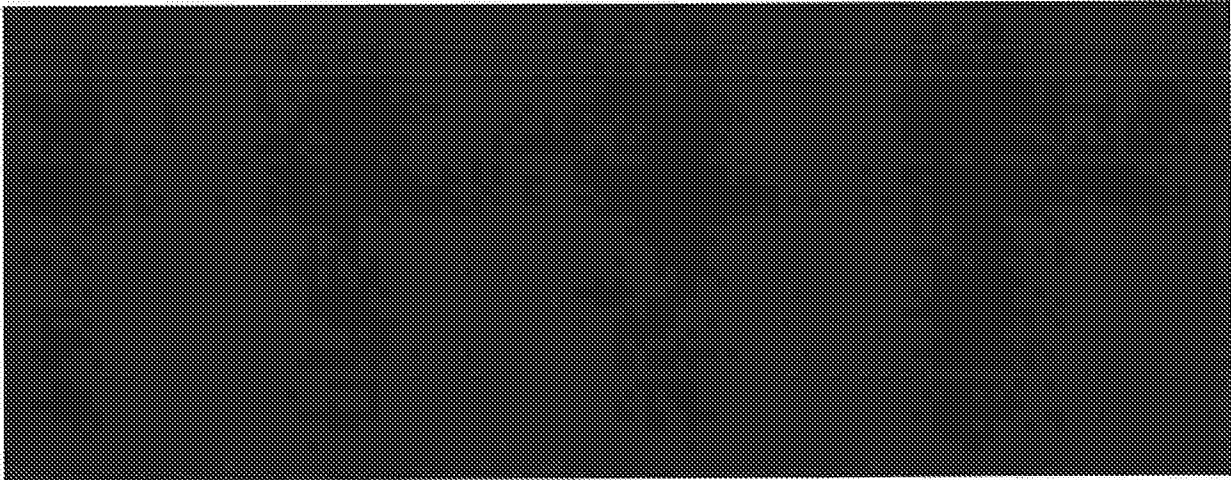
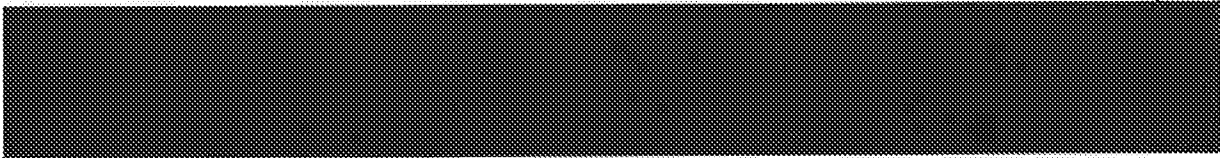
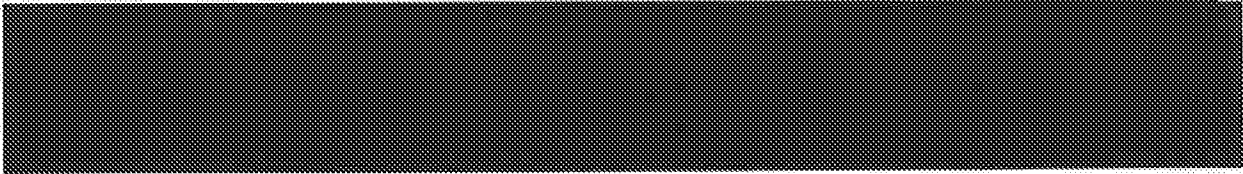
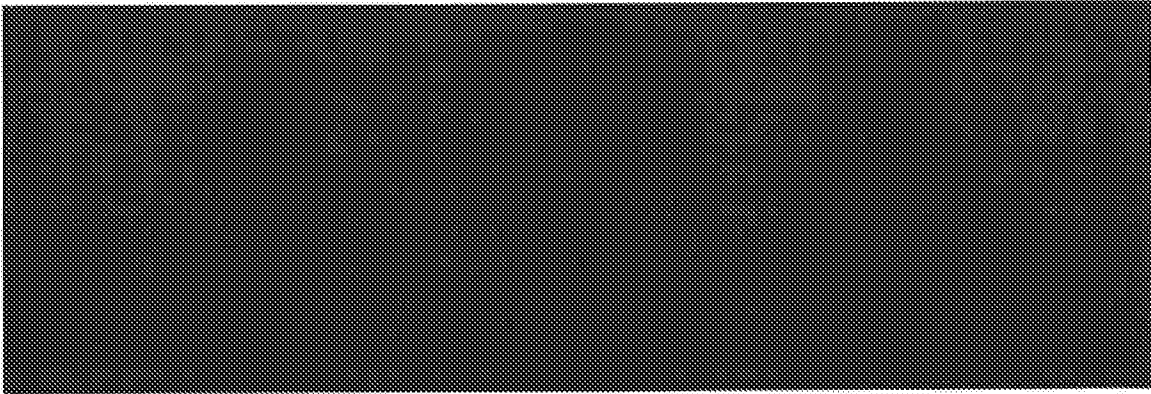
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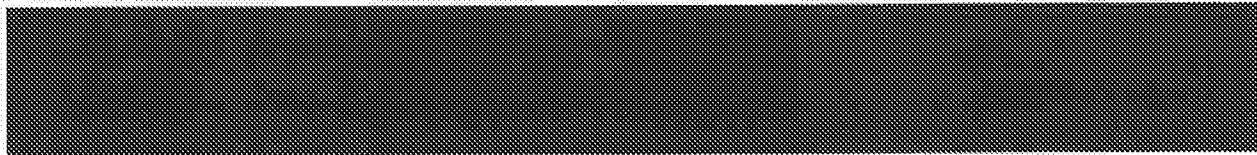
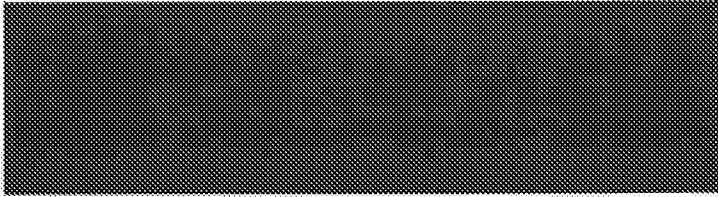
19. Attorneys Representation, Fees, and Costs. This document is deemed to have been mutually drafted by each party, with no party suffering from any alleged ambiguities. Each party represents that it has retained independent counsel to advise it/them in this transaction, or has waived the right to do so. Each party shall bear its own attorneys fees and costs to date, including those associated with the negotiation, drafting and editing of this and related documents. In the event of a dispute regarding the terms of this Agreement or the enforcement thereof, the prevailing party in any such matter shall be entitled to recover its reasonable attorney's fees and costs.

[REDACTED]



24. Authorities and Consents. The Parties represent that each has the right and authority to execute this Agreement and receive the payments specified in it, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement. Moreover, by executing below, the person signing on behalf of each Party represents and warrants that he/she has the full legal authority to bind the Party on whose behalf he/she is signing to each of the obligations set forth herein and the that approvals of third parties are not required to perfect this authority.





*** Signatures Follow Next Page ***


IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

Seller

Buyer

Better Food Company

Frozen Delicacy

By: 
Jafar Hadizadeh, President

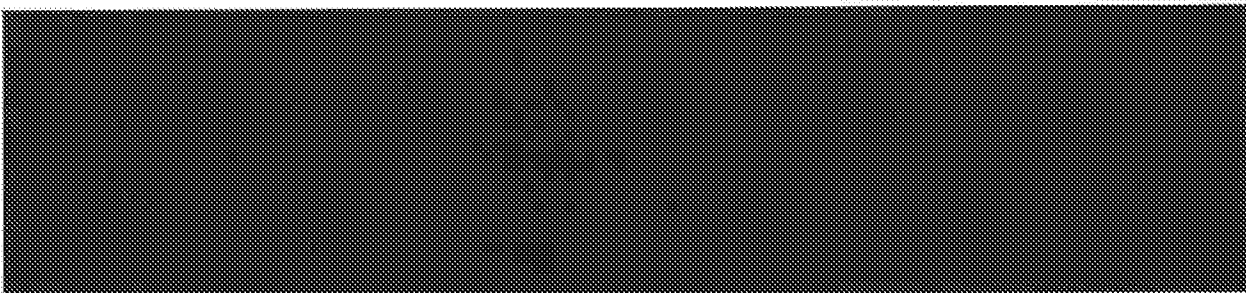
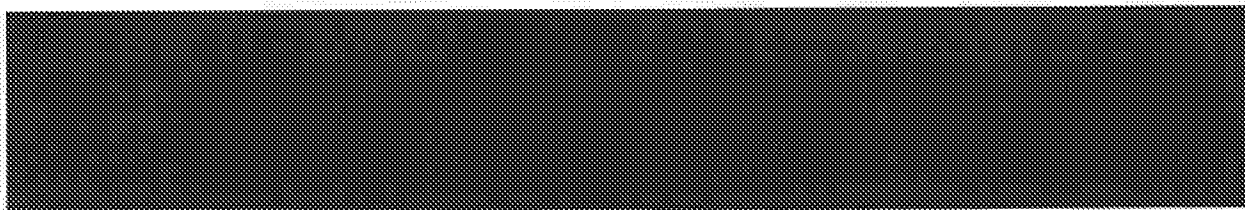
By: 
Mehdi Shurvani, Chief Financial Officer

Date: 5/23/2014

Date: 5-23-2014

Exhibit 'A'
Assets Transferred

Below is an itemized list of assets being transferred from Seller to Buyer pursuant to this Agreement.

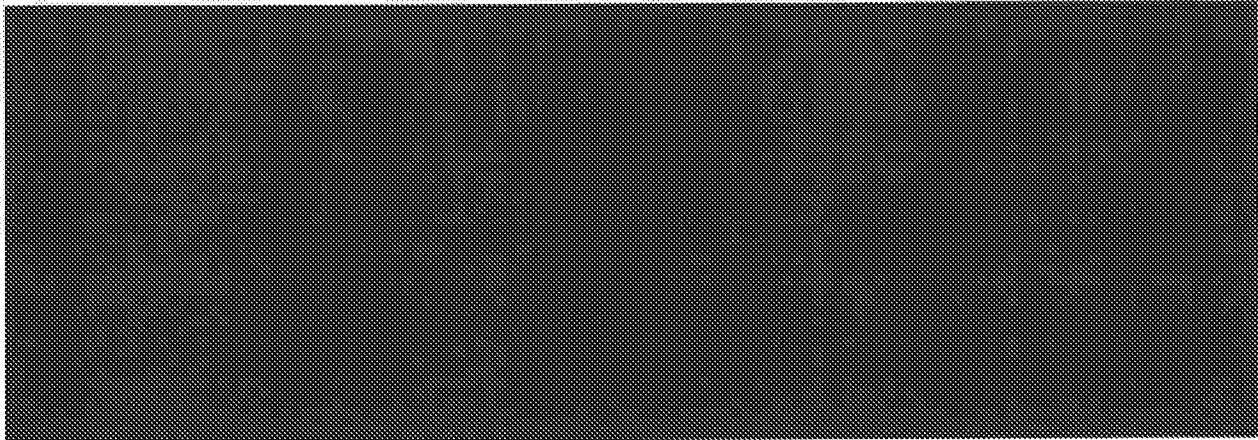


3) All intellectual property of Borrower including without limitation all:



- d. trademarks, both registered and unregistered. This specifically includes:
 - i. AKBAR MASHTI registration number 2009855);
 - ii. MASHTI MALONE'S, pending application serial number 85840159;
 - iii. MASHTI, pending application serial number 85840111.





[REDACTED]

[REDACTED]

[REDACTED]

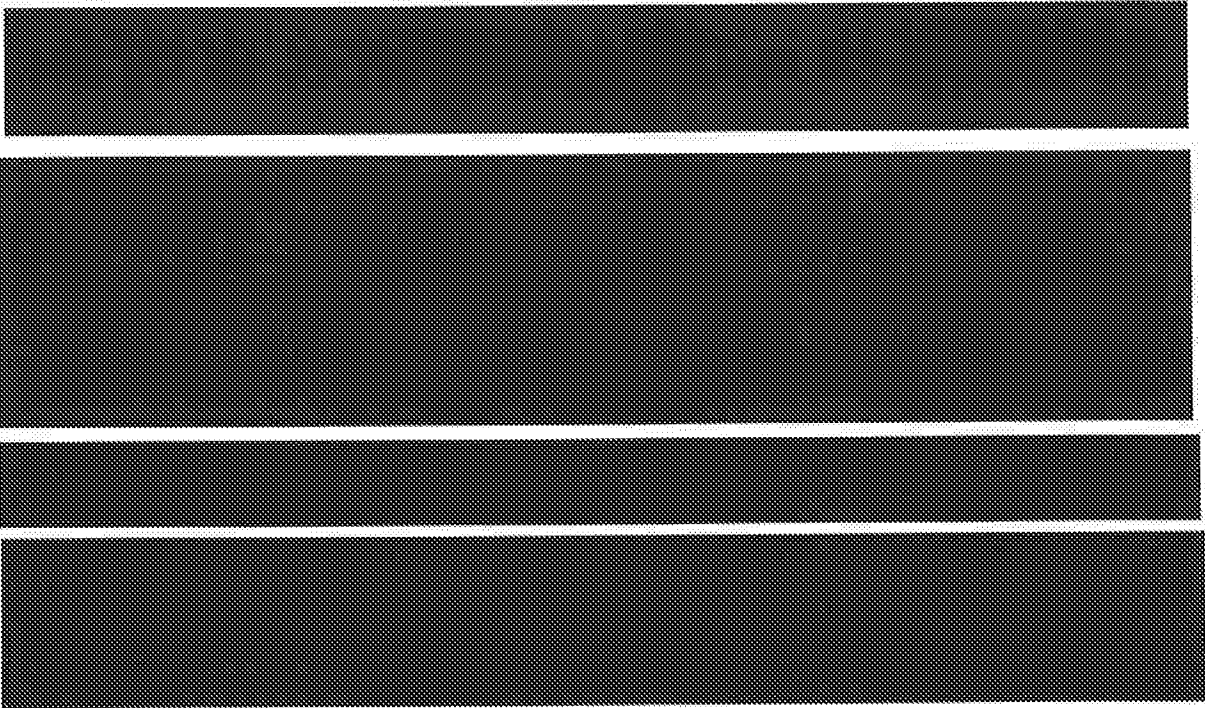
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*** Signatures Follow Next Page ***

IN WITNESS WHEREOF, the parties have executed this Promissory Note as of the dates below.

Holder


Better Food Company

By: 
Jafar Hakizadeh, President

Date: 05/23/2014

Borrower

Frozen Delicacy

By: 
Mehdi Shirvani, Chief Financial Officer

Date: 5-23-2014



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 5-23-2014 before me, Setsuko Hirako Notary Public

personally appeared Mehdi M. Shirvani and Jafar Hadizadeh



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Asset Purchase Agreement

Document Date: _____ Number of Pages: 12

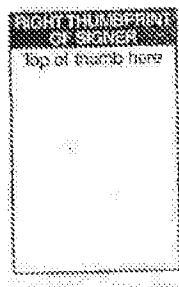
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney In Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney In Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

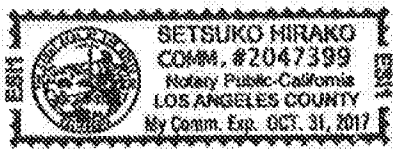
State of California

County of Los Angeles

On 5-23-2014 before me, Setsuko Hirako Notary Public

personally appeared Mehdi M Shirvani and Jafar Hadizadeh

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Premmissory Note

Document Date: _____ Number of Pages: 12

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Individual

Corporate Officer --- Title(s): _____

Partner --- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



Signer's Name: _____

Individual

Corporate Officer --- Title(s): _____

Partner --- Limited General

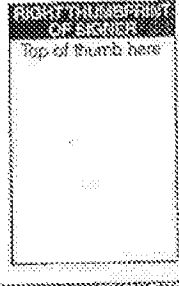
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



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