

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFXE IP LLC		06/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Flavorus, Inc.		
Street Address:	2808 ELM ST UNIT 2		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90065		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4785738	FLAVORUS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	646-650-2207		
Email:	sarah@adelmanmatz.com		
Correspondent Name:	Sarah M. Matz		
Address Line 1:	1173A Second Avenue, Suite 153		
Address Line 4:	New York, NEW YORK 10065		
NAME OF SUBMITTER:	Sarah M. Matz		
SIGNATURE:	/Sarah M. Matz/		
DATE SIGNED:	06/22/2016		
Total Attachments: 5			
source=Flavorus Trademark Assignment (Signed)#page1.tif			
source=Flavorus Trademark Assignment (Signed)#page2.tif			
source=Flavorus Trademark Assignment (Signed)#page3.tif			
source=Flavorus Trademark Assignment (Signed)#page4.tif			
source=Flavorus Trademark Assignment (Signed)#page5.tif			

OP \$40.00 4785738

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “**Assignment**”) is entered into and made effective as of June 16, 2016 (the “**Effective Date**”), by and between SFXE IP LLC, a Delaware limited liability company (the “**Assignor**”) and Flavorus, Inc., a California corporation (the “**Assignee**”). The Assignor and the Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

For good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT:

1. **Conveyance**. The Assignor hereby irrevocably sells, transfers, conveys, delivers and assigns to the Assignee, and the Assignee hereby accepts from the Assignor, the Assignor’s entire worldwide right, title and interest in, to and under (a) the trademark set forth on Schedule A attached hereto (the “**Flavorus Trademark**”), including any and all renewals and extensions and all rights of reversion and termination thereof and goodwill symbolized thereby together with all rights derived therefrom, including statutory, common law, international treaties and conventions and contractual rights, all registrations thereof, and all records and files related thereto, the same to be held and enjoyed by the Assignee for its own use and enjoyment to the end of the term or terms for which the Flavorus Trademark is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, and (b) in and to all income royalties, fees, damages and payment now or hereafter due or payable with respect to the Flavorus Trademark including in and under all causes of action and the right to sue or counterclaim for, and to recover damages and other remedies in respect of, any past, present or future infringement, dilution, misappropriation, misuse, breach, default or other unauthorized use or violation of the Flavorus Trademark.
2. **Further Acts**. The Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by the Assignee, to effect, perfect or evidence the assignments set forth herein (“**Supporting Documents**”). If the Assignor fails or refuses to execute any Supporting Documents within seven (7) Business Days of the Assignor’s receipt of any Supporting Documents, or take such further actions, the Assignor hereby agrees, for itself and its successors, assigns and transferees, to the fullest extent permitted by law, that any President, Vice President and/or Chief Executive Officer of the Assignee, and of any successor or assignee of the Assignee, shall be, and are hereby, irrevocably appointed the Assignor’s attorney-in-fact with full authority to execute any Supporting Documents requested by the Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.
3. **Issuance and Recordation**. The Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and/or the applicable foreign authorities to issue the Flavorus Trademark to the Assignee, its successors and permitted assigns, in accordance with the terms of this Assignment. The Assignor hereby requests the U.S. Patent and Trademark

Office and/or the applicable foreign authorities to record the Assignee as the assignee and owner of the Flavorus Trademark. The Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Flavorus Trademark.

4. **Severability.** In the event that any part of this Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Assignment shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable and the application of any provision so substituted, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth.
5. **Amendments.** No modification or amendment of this Assignment shall be valid and binding, unless it is in writing and signed by the Parties.
6. **Successors and Assigns.** This Assignment and the various rights and obligations arising hereunder shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns, including without limitation, any trustee appointed in any of the Bankruptcy Cases or subsequent chapter 7 cases and the Assignor, if the Bankruptcy Cases are dismissed.
8. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.
10. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
12. **Governing Law; Jurisdiction.** This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of the State of New York are superseded by the Bankruptcy Code or other applicable federal Law. For so long as the Assignor is subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent as to the foregoing to the exclusive jurisdiction of, the Bankruptcy Court. After the Assignor is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York.


14. **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATING TO OR ARISING OUT OF THIS ASSIGNMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, ANTITRUST CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON-LAW OR STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS ASSIGNMENT, AND THAT EACH PARTY WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS ASSIGNMENT. IN THE EVENT OF ANY LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

SFXE IP LLC

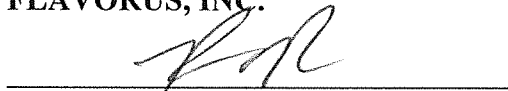


Name: Sheldon Finkel

Title: President

ASSIGNEE:

FLAVORUS, INC.



Name: Richard Rosenstein

Title: CFO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005819 FRAME: 0540

Schedule A

Trademark/Registration Number/Serial Number	Country	Owner
FLAVORUS Registration #: 4785738 Serial #: 86480414 FLAVORUS	United States	SFXE IP LLC