

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FUNGUS AMONG US INC.		07/22/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	SEATTLE GOURMET FOODS, INC.		
Street Address:	19016 72nd Avenue South		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3158449	FUNGUSAMONGUS	
CORRESPONDENCE DATA			
Fax Number:	2067577700		
<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:	(206) 757-8296		
Email:	seatm@dwt.com		
Correspondent Name:	Jose A. Hernandez		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	35325-10		
NAME OF SUBMITTER:	Jose A. Hernandez		
SIGNATURE:	/Jose A. Hernandez/		
DATE SIGNED:	07/25/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") dated as of July 22, 2016 (the "*Effective Date*") is entered into by and among Fungus Among Us, Inc., a Washington corporation, Michael Monroe, and Lynn E. Monroe ("*Assignors*") and Seattle Gourmet Foods, Inc., a Washington corporation ("*Assignee*"). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement (defined below).

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement");

Assignors wish to assign to Assignee any and all interest Assignors may possess in the intellectual property used in connection with Fungus Among Us, Inc.'s business of selling food products across the United States and in Canada (the "Business").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to sell to Assignee any and all right, title and interest they may possess in and to any intellectual property, trademark and intangible assets used in connection with the Business (the "Intellectual Property");

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Assignors and Assignee hereby agree as follows:

1. Assignment. Assignors do hereby sell, assign, transfer, convey, and deliver unto Assignee all right, title and interest in and to said Intellectual Property, including the registered trademark "FungusAmongUs" (Serial Number 78761132), together with the goodwill associated therewith, and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action in law or in equity for past, present or future infringement of said Intellectual Property Assets and the corresponding registrations and applications, and to all rights corresponding to the foregoing throughout the world, free and clear of all liens.

2. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. Governing Law. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Washington. The venue of any action between the parties in connection with the enforcement or interpretation of this Assignment, or any portion thereof, will be in King County, Washington.

4. Waiver; Modification. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

5. Conflict. To the extent there is a conflict between the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement will govern.

6. Further Assurances. On the Effective Date and from time to time thereafter, the Assignors shall use all commercially reasonable efforts to execute and deliver such other instruments of conveyance, transfer, or assumption, as the case may be, and take such other action as may be reasonably requested to implement more effectively the conveyance and transfer of the Intellectual Property to the Assignee. In addition, Assignors shall use all commercially reasonable efforts to enable Assignee to register its rights in the Intellectual Property with the appropriate state or federal agency.

7. Proprietary Rights. Assignors represent and warrant that they have the unrestricted right to transfer the rights to the Intellectual Property.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS:

Fungus Among Us, Inc.

By: Lynn E. Monroe
Title: VP

Michael Monroe

Michael Monroe

Lynn E. Monroe

Lynn E. Monroe

ASSIGNEE:

Seattle Gourmet Foods, Inc.

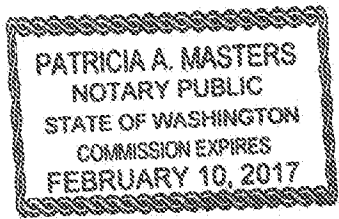
David J. Taylor

David J. Taylor, President

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 22nd day of July, before me, a Notary Public in and for the State of Washington, personally appeared Lynn Mowbray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the V.P. of Fungus Among Us, Inc. to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

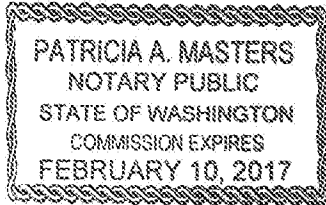


[Signature]
NOTARY PUBLIC in and for the State of WA,
residing at Redmond
My appointment expires 2-10-17
Print Name Patricia A. Masters

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 22nd day of July, before me, a Notary Public in and for the State of Washington, personally appeared Michael Monroe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

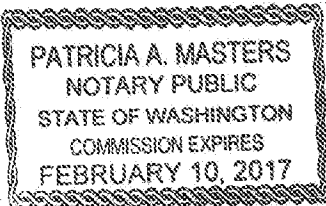


[Signature]
NOTARY PUBLIC in and for the State of WA,
residing at Redmond
My appointment expires 2-10-17
Print Name Patricia A. Masters

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 22nd day of July, before me, a Notary Public in and for the State of Washington, personally appeared Lynn E. Monroe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

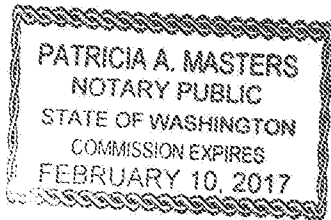


[Signature]
NOTARY PUBLIC in and for the State of WA,
residing at Redmond
My appointment expires 2-10-17
Print Name Patricia A. Masters

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 20 day of July, before me, a Notary Public in and for the State of Washington, personally appeared David J. Taylor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Seattle Gourmet Foods, Inc. to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of WA,
residing at Belmont
My appointment expires 2-10-17
Print Name: Patricia A. Masters