

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BKN Management, LLC		07/22/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ChopShop Arizona, LLC		
Street Address:	35 W. Boston Street		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85225		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4602252	ORIGINAL CHOPSHOP CO. HEALTHY CRAFT CUIS	
Registration Number:	4776995	CHOPSHOP	
Registration Number:	4517422	FRESH CRAFT CUISINE	
Registration Number:	4501258	HEALTHY CRAFT CUISINE	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		
Address Line 4:	RALEIGH, NORTH CAROLINA 27607		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/DEW/		
DATE SIGNED:	08/05/2016		
Total Attachments: 5			

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INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (this “**Agreement**”) is made this 22nd day of July 2016, by and between BKN Management, LLC, an Arizona limited liability company (“**Assignor**”), and ChopShop Arizona, LLC, a Delaware limited liability company (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor, Assignee and certain other parties have entered into that certain Asset Purchase and Contribution Agreement dated as of June 23, 2016 (the “**Purchase Agreement**”) (all capitalized terms used but not otherwise defined herein having the meanings set forth in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell and assign certain intellectual property to Assignee and Assignee has agreed to accept such intellectual property from Assignor.

NOW, THEREFORE, in consideration for the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby sells, conveys, transfers and sets over to Assignee, and Assignee hereby accepts, all of Assignor’s rights, title and interest in and to the following (the “**Assigned Intellectual Property**”):

(a) all of the trademarks, trade secrets, service marks, trade names and domain names set forth on Exhibit A attached hereto (the “**Marks**”), and including, without limitation, all goodwill of the Assignor, products and services appurtenant to, associated with or symbolized by the Marks and/or the use thereof;

(b) all copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works set forth on Exhibit A attached hereto;

(c) all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to the Seller Company Intellectual Property, and all proceeds of any of the foregoing;

(d) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise including the Seller Company Intellectual Property;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(g) the right to prosecute applications and registrations for trademarks, trade secrets and service marks, and any renewals or extensions of such applications and registrations; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Assumption.** Assignee hereby accepts the foregoing assignment, and in connection therewith, Assignee hereby agrees to assume, perform and discharge Assignor's obligations under the Assigned Intellectual Property arising from and after the Closing Date.

3. **Further Assurances.** Assignor further covenants and agrees that it will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, confirmations, assurances, documents, registrations, files and consents as Assignee reasonably requires, to further assure, convey and confirm unto Assignee all the right, title and interest of Assignor in and to the Assigned Intellectual Property. Assignor authorizes any governmental official to record and register this Agreement upon request by Assignee.

4. **Purchase Agreement.** This Agreement is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Purchase Agreement.

5. **Effective Time.** The effective time of this Agreement is the effective time of the closing of the transactions contemplated by the Purchase Agreement.

6. **Miscellaneous.** This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the State of Delaware, without regard to choice of law principles or conflict of law rules. This Agreement will be binding upon, and will inure to the benefit of, the parties and their successors and assigns. Except as otherwise provided herein, the provisions of this Agreement may be modified, amended, or waived only by a written document specifically identifying this Agreement and signed by each of the parties. This Agreement may be executed and delivered in any number of counterparts (including via facsimile or other electronic means) with the same effect as if each of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Agreement as of the day and year first above written.

ASSIGNEE:

CHOPSHOP ARIZONA, LLC

By: Hargett Hunter Capital Partners, LLC
its Manager

By: Jason C Morgan
Name: Jason C. Morgan
Title: Manager

ASSIGNOR:

BKN MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Agreement as of the day and year first above written.

ASSIGNEE:

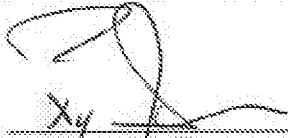
CHOPSHOP ARIZONA, LLC

By: Hargett Hunter Capital Partners, LLC
its Manager

By: _____
Name: _____
Title: _____

ASSIGNOR:

BKN MANAGEMENT, LLC

By: 
Name: Grant J. Jones
Title: MANAGER

{Signature Page to Intellectual Property Agreement}

EXHIBIT A

TRADEMARKS

Trademark	Registration Date	Registration #
ORIGINAL CHOPSHOP CO. HEALTHY CRAFT CUISINE with Design	September 9, 2014	4,602,252
CHOPSHOP	July 21, 2015	4,776,995
FRESH CRAFT CUISINE	April 22, 2014	4,517,422
HEALTHY CRAFT CUISINE	March 25, 2014	4,501,258

COPYRIGHTS

Copyright	Owner	Registration #
Original ChopShop Co. – Healthy Craft Cuisine – Menu	Chop Shop Holdings	TX 7-817-870

DOMAIN NAMES

<http://www.chopshopco.com> (registered through Go Daddy)