

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395971

<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>
Applause, LLC		07/20/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Turn 4 Foods, Inc.		
<b>Street Address:</b>	52 Industrial Road		
<b>City:</b>	Elizabethtown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17022		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85893343	APPLAUSE	
<b>Registration Number:</b>	5003678	WHAT YOU SEE IS WHAT YOU GET	
<b>Registration Number:</b>	4653724	WHAT YOU SEE IS WHAT YOU GET	
<b>Registration Number:</b>	4653615	APPLAUSE	
<b>Registration Number:</b>	4656940	APPLAUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	aisztwan@sogtlaw.com		
<b>Correspondent Name:</b>	Alexis Dillett Isztwan		
<b>Address Line 1:</b>	2617 Huntingdon Pike		
<b>Address Line 4:</b>	Huntingdon Valley, PENNSYLVANIA 19006		
<b>NAME OF SUBMITTER:</b>	Alexis Dillett Isztwan		
<b>SIGNATURE:</b>	/Alexis Dillett Isztwan/		
<b>DATE SIGNED:</b>	08/23/2016		
<b>Total Attachments: 3</b>			
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source=Trademark Assignment - Fully Executed (00987436x9E1D6)#page2.tif			

OP \$140.00 85893343



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of the 20<sup>th</sup> day of July, 2016, by and between APPLAUSE, LLC, a Delaware limited liability company ("Assignor") and TURN 4 FOODS, INC., a Pennsylvania corporation ("Assignee").

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor by this Assignment irrevocably sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on the attached Schedule 1, including any United States and foreign registrations for, or applications to register, such trademarks, together with the goodwill of the business that is symbolized by the trademarks or, in the event there is an intent to use application on the marks, the portion of the business to which such trademarks pertains, including but not limited to renewal rights in the trademarks, the right to obtain registrations of the trademarks in the United States and throughout the world, the right to all proceeds associated with the trademarks and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's name ("Trademarks").

2. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to acquire, maintain, consolidate, confirm, vest and/or record Assignee's full and complete ownership of and title in the Trademarks with, for example, the U.S. Patent and Trademark Office and equivalent foreign offices.

3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

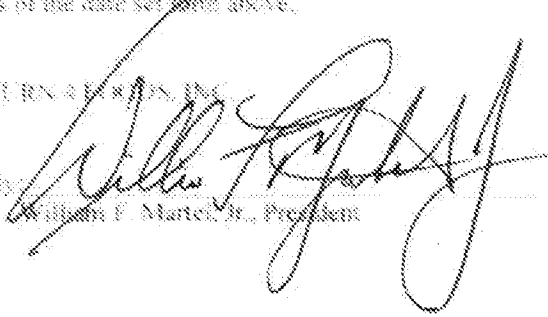
5. This Assignment contains the entire agreement and understanding of the parties relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument. Any party to this Assignment may deliver an executed copy of this instrument by facsimile or electronic transmission to the other party and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this instrument.

In WITNESS WHEREOF, the parties to this Trademark Assignment have duly executed it as of the date set forth above.

TURN OF MINDS, INC.

APPEALSE, LLC

By:   
William F. Martel, Jr., President

By:   
Name: [Signature]  
Title: CEO

SCHEDULE I

Trademarks

Mark	Registration or Serial No.
What you see is what you get	85954978
What you see is what you get	4653724
Applause	85893343
Applause	4653615
Applause	4656940

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