

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397460

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the citizenship of LLC previously recorded on Reel 005855 Frame 0276. Assignor(s) hereby confirms the citizenship as Delaware and not NJ.
RESUBMIT DOCUMENT ID:	900375236

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
No Nut Nation, LLC		08/10/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Working Dog, LLC
Street Address:	15 Bronxville Rd
City:	Bronxville
State/Country:	NEW YORK
Postal Code:	10708
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85042586	NO NUT NATION

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2019533460
Email: cjhaas@optonline.net
Correspondent Name: Sandra Haas
Address Line 1: 132 East Allendale Avenue
Address Line 4: Allendale, NEW JERSEY 07401

NAME OF SUBMITTER:	Sandra Haas
SIGNATURE:	/Sandra Haas/
DATE SIGNED:	09/06/2016

Total Attachments: 12

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
No Nut Nation, LLC		08/10/2016	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Working Dog, LLC
Street Address:	15 Bronxville Rd
City:	Bronxville
State/Country:	NEW YORK
Postal Code:	10708
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4112437	NO NUT NATION

CORRESPONDENCE DATA

Phone: 2019533460
Email: cjhaas@optonline.net
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.
Correspondent Name: Sandra Haas
Address Line 1: 132 East Allendale Ave
Address Line 4: Allendale, NEW JERSEY 07401

NAME OF SUBMITTER:	Sandra Haas
Signature:	/Sandra Haas/
Date:	08/10/2016

Total Attachments: 1
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RECEIPT INFORMATION

ETAS ID: TM394609
Receipt Date: 08/10/2016
Fee Amount: \$40

AGREEMENT AND BILL OF SALE

This Agreement and Bill of Sale (this "Agreement") is made and entered into as of the 17th day of August, 2016, by and between Working Dog, LLC (hereinafter "Buyer"), and No Nut Nation LLC, a Delaware Limited Liability Company, (hereinafter "Seller").

WHEREAS, Seller desires to sell and Buyer desires to purchase certain assets of Seller.

NOW, THEREFORE, in consideration of the premises, representations, warranties and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **THE PURCHASED ASSETS.** Seller hereby sells, transfers, assigns and delivers to Buyer, and Buyer hereby purchases, the Seller's interest in the assets (the "Purchased Assets") listed on Schedule A attached hereto.

Seller and Buyer agree to sign, execute and deliver all documents as may be necessary to fully transfer the Purchased Assets to Buyer and to use reasonable best efforts to carry out the provisions of this Agreement.

2. **EXCLUDED ASSETS.** All assets of the Seller not expressly included in the list of Purchased Assets are expressly excluded from this transaction.

3. **CONSIDERATION.** In full consideration for the Purchased Assets, Buyer hereby pays to Seller in a certified or bank check the amount of \$14,000 ("Purchase Price").

4. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants to Buyer as follows as of the date hereof:

- (a) Seller has full legal capacity, power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby without the consent of any third party. There is no material action, suit or proceeding or investigation pending or, to Seller's knowledge, threatened before any court or administrative agency, against Seller relating to the Purchased Assets. To Seller's knowledge, Seller has used the Purchased Assets in material compliance with all federal, state and local laws, rules and regulations prior to the date hereof.
- (b) Seller to the best of its knowledge and belief has good and marketable title to all of the Purchased Assets, and the Purchased Assets are not subject to any material mortgage, lien, claim or judgment, or any other encumbrance.
- (c) Seller represents that the trademark, No Nut Nation, is a registered trademark with the United States Trademark Office. The seller represents that the trademark is current and that there have not been any challenges, disputes, contests or litigation of any nature whatsoever pertaining to the validity of the trademark other than these listed in Schedule B.

- (d) Seller agrees that it will sign any and all documentation of any nature whatsoever to transfer the trade name and/or trademark to the Buyer herein and that said transfer of documents shall be executed at the time of closing.
- (e) Seller further agrees to sign such documentation and consent forms and providing passwords to transfer the domain name, website and URL, Twitter Account and Instagram Account to the Buyer herein.
- (f) Seller shall not engage in a nut free baking company similar to that involved in this transaction in any capacity, directly or indirectly, within 50 miles of Allendale, NJ for a period of 10 years from the date of closing or so long as Buyer or his successors carry on a like business, whichever first occurs.

5. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as follows as of the date hereof:

- (a) Buyer has full legal capacity, power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby without the consent of any third party.
- (b) Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby. Buyer acknowledges and agrees that the Purchased Assets are being transferred to it “as is”, “where is” and Buyer agrees to accept the Purchased Assets in the condition they are in on the date hereof (with all faults known and unknown) based on its own inspection, examination and determination with respect to all matters, and without reliance upon any express or implied representations or warranties of any nature (including with respect to merchantability, fitness for a particular purpose, condition, design, operation, capacity or otherwise) made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement.
- (c) Buyer has received the transfer of the domain name, Facebook Fan Page (information and files from current page to set up a new page as current one is connected to Seller’s founders’ personal accounts), Twitter Account and Instagram account and agrees that such transfers done at the time of closing are acceptable and satisfactory to the Buyer in satisfaction of Seller’s obligations hereunder.
- (d) Buyer has examined the Purchased Assets and agrees that such items satisfy the description of the Purchased Assets and acknowledges that it has received the Purchased asset in full satisfaction of Seller’s obligations hereunder.

6. **SURVIVAL.** The representations, warranties and covenants of the Seller hereto contained in this Agreement shall not survive the closing hereunder (other than those covenants or agreements which by their terms are to be performed in whole or in part

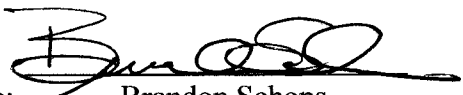
after such closing which shall survive such closing until performed in accordance with their terms). The Buyer shall have no remedies available with respect to any breach of the representations, warranties and covenants of the Seller contained in this Agreement, except with respect to covenants to be performed at or following the closing hereunder.

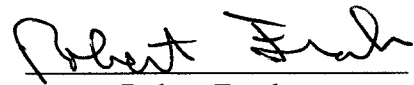
7. **CONFIDENTIALITY.** This Agreement is confidential and neither party nor its representatives or agents will disclose to any other person, the terms, conditions or other facts relating to this Agreement, except to the extent required by law or in conjunction with a legal dispute between the parties hereto.
8. **LIMITATION ON SELLER LIABILITY.** Buyer and its successors and assigns agree that Seller's liability to Buyer for any breach or liability arising directly or indirectly from the terms of this agreement shall not exceed the purchase amount paid by Seller to the Buyer.
 - (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any previous written or oral agreement in connection therewith. All of the terms and provisions of this Agreement shall bind and benefit, and be enforceable by, the successors and assigns of the parties hereto.
 - (b) Any sales, use or similar taxes levied or due as a result of this transaction will be borne by Buyer.
 - (c) This Agreement is made pursuant to, and shall be governed by, the laws of the State of New Jersey applicable to contracts made and to be performed wholly within the State. The parties hereto irrevocably submit to the exclusive jurisdiction of the courts located in, New Jersey over any dispute arising out of or relating to this Agreement. Each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such courts (and the courts hearing appeals from such courts). The parties hereby irrevocably waive any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum in connection therewith.
 - (d) If any word, sentence or paragraph in this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining words, sentences or paragraphs of this Agreement shall not be affected thereby.
 - (e) This agreement may be signed in counterparts with the same effect as if the signatures to each such counterpart were upon a single instrument, and each counterpart shall be enforceable against the party actually executing such counterpart. All counterparts shall be deemed an original of this Agreement. Signatures and dates provided by facsimile or other electronic means are as valid as original signatures and dates.

IN WITNESS WHEREOF, the parties have caused this Agreement and Bill of Sale to be executed on the date and year first above written.

BUYER:

Working Dog, LLC


By: 
Name: Brandon Schops
Title: Co-Owner


By: 
Name: Robert Frank
Title: Co-Owner

By: _____
Name:
Title:

SELLER:

No Nut Nation LLC

By: 
Name: Sandra Haas
Title: Co-Founder

By: 
Name: Jennifer Eby
Title: Co-Founder

Schedule A

- Domain name (www.nonutnation.com) and content from the ecommerce website
- Trademarked name
- Customer lists
- Descriptions of nut free protocols and lists of ingredient suppliers that have previously supplied letters stating their facilities were nut free
- Branded and Ingredient labels and cards
- Branded frozen product boxes, branded plastic grab and go bags

Schedule B
Attached Trademark Documents

Assignment of Trademark

Whereas No Nut Nation, LLC is the owner of the Trademark application/registration 4,112,437

Whereas Working Dog, LLC is desirous of acquiring said application/registration 4,112,437

Now therefore good and valuable consideration, No Nut Nation, LLC hereby assigns the entire interest and goodwill of the business name to Working Dog, LLC.

No Nut Nation LLC

By: Sandra Haas
Name: Sandra Haas

Title: Co-Owner

Date: 8/16/16

By: Jennifer Eby
Name: Jennifer Eby

Title: Co-Owner

Date: 8-16-16