

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400056

<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>
Trulee Co, LLC		08/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fork That Foods Inc.		
<b>Doing Business As:</b>	Trulee Foods		
<b>Street Address:</b>	1904 Industrial Blvd, Suite 103		
<b>City:</b>	Colleyville		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76034		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87975023	TRULEE	
<b>Serial Number:</b>	87975026	TRULEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4694420091		
<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>Phone:</b>	972-550-7500		
<b>Email:</b>	ipdocketing@wriplaw.com		
<b>Correspondent Name:</b>	Warren Rhoades LLP		
<b>Address Line 1:</b>	1212 Corporate Drive, Suite 250		
<b>Address Line 4:</b>	Irving, TEXAS 75038		
<b>NAME OF SUBMITTER:</b>	Sanford E. Warren, Jr.		
<b>SIGNATURE:</b>	/Sanford E. Warren, Jr./		
<b>DATE SIGNED:</b>	09/28/2016		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is effective this 29th day of August, 2016 (the "Effective Date"), from Trulee Co, LLC, a Delaware Limited Liability Company having an address of 1904 Industrial Blvd, Suite 103, Colleyville, TX 76034 ("ASSIGNOR"), to Fork That Foods Inc. dba Trulee Foods, a Texas Corporation having an address of 1904 Industrial Blvd, Suite 103, Colleyville, TX 76034 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns and has used in its business certain intellectual properties which are listed in SCHEDULE A attached;

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE by way of this Assignment its entire right, title, and interest in and to any and all intellectual properties, throughout the United States and the world: including but not limited to those listed in SCHEDULE A; issued patents, pending patent applications and the inventions and designs disclosed therein, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the patents; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the patents to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this Assignment not been made; and specifically including all rights of priority created by the patents under any treaty, convention or law relating thereto; trademarks, and in and to any renewals or registrations that may be granted thereon, all together with the goodwill associated; domain names and in and to any renewals that may be granted thereon; trade dress; copyrights; inventions; designs; know-how; and any and all other intellectual property rights (the "Properties");

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to these Properties, throughout the United States and the world: including but not limited to those listed in SCHEDULE A; issued patents, pending patent applications and the inventions and designs disclosed therein, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the patents; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the patents to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this Assignment not been made; and specifically including all rights of priority created by the patents under any treaty, convention or law relating thereto; trademarks, and in and to any renewals or registrations that may be granted thereon, all together with the goodwill associated; domain names and in and to any renewals that may be granted thereon; trade dress; copyrights; inventions; designs; know-how; and any and all other intellectual property rights; and

NOW THEREFORE, for the mutual premises and covenants herein, in consideration of the sum of \$1.00, and for OTHER GOOD and VALUABLE CONSIDERATION, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE, intending to be legally bound, hereby agree as follows:

1. ASSIGNOR warrants and represents a) that it is the exclusive owner of the Properties and that it has not assigned, conveyed, transferred or granted to any third party any

## ASSIGNMENT OF INTELLECTUAL PROPERTY

interest in, or otherwise encumbered in any manner, the Properties; b) that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Properties that would preclude, conflict with or encumber this Assignment; c) that all assignments and/or applicable filings that may be necessary to vest in ASSIGNOR full and complete title to the Properties have been obtained; and, d) that ASSIGNOR hereby consents to this Assignment.

2. ASSIGNOR, as of the Effective Date, hereby sells, assigns, conveys, and transfers to ASSIGNEE all rights, title, and interest in the Properties, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing. ASSIGNEE accepts as of the Effective Date, all of ASSIGNOR's rights, title and interest in the Properties, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver any further documents and legal instruments as may be necessary, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title, and interest in and to the Properties, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

4. This Assignment is made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

5. Each party acknowledges that as of the Effective Date this Assignment is a legal, valid, and a binding obligation of the ASSIGNOR and that ASSIGNOR has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Assignment as of the Effective Date above.

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

ASSIGNOR:

Trulee Co, LLC

By: \_\_\_\_\_

Typed/Printed Name: Todd White

Title: Managing Memnber

ASSIGNEE:

Fork That Foods Inc. dba Trulee Foods

By: \_\_\_\_\_

Typed/Printed Name: Sherry White

Title: CEO

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**SCHEDULE A**

TRADEMARKS
TRULEE
