

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401949

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee previously recorded on Reel 005847 Frame 0868. Assignor(s) hereby confirms the correct Assignee is ChopShop Holdings, LLC.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BKN Management, LLC		07/22/2016	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ChopShop Holdings, LLC		
<b>Street Address:</b>	5601 Democracy Drive		
<b>Internal Address:</b>	Suite 209		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4602252	ORIGINAL CHOPSHOP CO. HEALTHY CRAFT CUIS	
<b>Registration Number:</b>	4776995	CHOPSHOP	
<b>Registration Number:</b>	4517422	FRESH CRAFT CUISINE	
<b>Registration Number:</b>	4501258	HEALTHY CRAFT CUISINE	
<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>Phone:</b>	9197814000		
<b>Email:</b>	ip@wyrick.com		
<b>Correspondent Name:</b>	Devon E. White		
<b>Address Line 1:</b>	4101 Lake Boone Trail		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27607		
<b>NAME OF SUBMITTER:</b>	Devon E. White		
<b>SIGNATURE:</b>	/DEW/		
<b>DATE SIGNED:</b>	10/12/2016		

OP \$115.00 4602252

**Total Attachments: 12**

source=ChopShop Arizona, LLC Cover Sheet (Original Filing 5847 0868)#page1.tif  
source=ChopShop Arizona, LLC Cover Sheet (Original Filing 5847 0868)#page2.tif  
source=ChopShop Arizona, LLC Cover Sheet (Original Filing 5847 0868)#page3.tif  
source=ChopShop Arizona, LLC Cover Sheet (Original Filing 5847 0868)#page4.tif  
source=ChopShop Arizona, LLC Cover Sheet (Original Filing 5847 0868)#page5.tif  
source=ChopShop Arizona, LLC Cover Sheet (Original Filing 5847 0868)#page6.tif  
source=ChopShop Arizona, LLC Cover Sheet (Original Filing 5847 0868)#page7.tif  
source=ChopShop Holdings from BKN IP Agreement (Corrected)#page1.tif  
source=ChopShop Holdings from BKN IP Agreement (Corrected)#page2.tif  
source=ChopShop Holdings from BKN IP Agreement (Corrected)#page3.tif  
source=ChopShop Holdings from BKN IP Agreement (Corrected)#page4.tif  
source=ChopShop Holdings from BKN IP Agreement (Corrected)#page5.tif

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393907

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

OP \$115.00 4602252

source=ChopShop Intellectual Property Agreement executed#page1.tif  
source=ChopShop Intellectual Property Agreement executed#page2.tif  
source=ChopShop Intellectual Property Agreement executed#page3.tif  
source=ChopShop Intellectual Property Agreement executed#page4.tif  
source=ChopShop Intellectual Property Agreement executed#page5.tif

## 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:

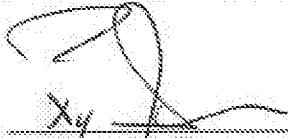
**CHOPSHOP ARIZONA, LLC**

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**

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration #</b>
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**

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

**DOMAIN NAMES**

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

## 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 Holdings, 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 HOLDINGS, 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:

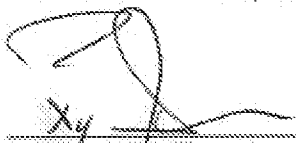
CHOPSHOP HOLDINGS, LLC

By: Hargett Hunter Capital Partners, LLC  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNOR:

BKN MANAGEMENT, LLC

By:   
Name: Grant Jacobs  
Title: Manager

[Signature Page to Intellectual Property Agreement]

**EXHIBIT A**

**TRADEMARKS**

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration #</b>
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**

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

**DOMAIN NAMES**

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