

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Do What's Right Brands, LLC		10/25/2016	Limited Liability Company: COLORADO
Smiling Moose Franco, LLC		10/25/2016	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Right Way Brands, Inc.		
Street Address:	22 Cherry Lane Drive		
Internal Address:	Cherry Hill Village		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80113		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4542304	SMILING MOOSE DELI	
Registration Number:	4488096	DELI	
Registration Number:	4488099	SMILING MOOSE DELI	
Registration Number:	4488097	SMILING MOOSE DELI	
Registration Number:	4488102	SMILING MOOSE DELI	
Registration Number:	4488103		
Registration Number:	4488101	SMILING MOOSE DELI	
Registration Number:	4805168	SATISFY YOUR ADVENTURE FOR TASTE	
Registration Number:	4805165	SMILING MOOSE ROCKY MOUNTAIN DELI	
Registration Number:	4805167	SMILING MOOSE ROCKY MOUNTAIN DELI	
Registration Number:	4796527		
Registration Number:	4796528	SMILING MOOSE ROCKY MOUNTAIN DELI	
Registration Number:	4885923	SMILING MOOSE ROCKY MOUNTAIN DELI	
Serial Number:	86315822	SMILING MOOSE ROCKY MOUNTAIN DELI	
CORRESPONDENCE DATA			

OP \$365.00 4542304

Fax Number: 9528855969

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: 952-885-5991

Email: trademark@mmlawfirm.com

Correspondent Name: James A. Wahl

Address Line 1: 7760 France Avenue South

Address Line 2: Suite 700

Address Line 4: Minneapolis, MINNESOTA 55435

ATTORNEY DOCKET NUMBER:	16103-4
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NAME OF SUBMITTER:	James A. Wahl
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SIGNATURE:	/James A. Wahl/
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DATE SIGNED:	10/26/2016
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**"), effectively dated as of October 25, 2016 ("**Effective Date**"), is entered into by and between Smiling Moose Franco, LLC, a Colorado limited liability company ("**SMF**"), and Do What's Right Brands, LLC, a Colorado limited liability company ("**DWRB**", and together with SMF, the "**Assignor**") having its principal offices at 12503 E. Euclid Dr. #55, Centennial, CO 80111, and Right Way Brands, Inc., a Florida corporation ("**Assignee**") having its principal offices at 22 Cherry Lane Drive, Cherry Hill Village, Englewood, CO 80113. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the trademark registrations listed on **Schedule A** attached hereto and made a part hereof, and any common-law rights and goodwill associated therewith (the "**Trademarks**"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of the Trademarks pursuant to the terms and conditions of this Assignment and that certain Asset Purchase Agreement between the parties and others dated as of October 6, 2016 (the "**Purchase Agreement**"),

NOW, THEREFORE, in consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment of Trademark. Effective as of the Effective Date, or, if required by law, when a Trademark matures to registration, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, all of Assignor's worldwide right, title and interest in and to the Trademarks, including, without limitation, (i) the portion of Assignor's business to which the Trademarks pertain, together with the accompanying goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; (iii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to the Trademarks, and (iv) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives. The Assignor hereby authorizes the necessary intellectual property, patent and trademark offices in the applicable territories to record the Assignee as the assignee of all right, title and interest in and to the Trademarks.

2. Further Assurances. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in and to the Trademarks with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts and make such requested filings as are necessary to confirm and perfect the assignment of all right, title, and interest in and to the Trademarks from the Assignor to the Assignee.

Handwritten signature and date:
10-25-16
DPR

3. Warranties. Assignor represents and warrants that Assignor is the exclusive owner of all right, title and interest in and to the Trademarks and it has the authority to enter into this Assignment and make the assignment in Section I hereof; Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title, or interest in and to the Trademarks, including the right to use the Trademarks; there are no current or effective licenses, pledges, liens, security interests or other encumbrances of or relating to the Trademarks, other than those being released or terminated prior to or on the date hereof in connection with the closing of the transactions contemplated under the Purchase Agreement; and Assignor has obtained all third-party consents, assignments and licenses that are necessary for it to perform under this Assignment. Assignor also represents and warrants that to its Knowledge, the Trademarks do not violate or infringe upon any trademark, service mark, contract right or other intellectual property right of any other. Assignor is not aware of any actual or alleged infringement by the Trademarks of any third party U.S. trademarks, or of any actual or alleged infringement by any third party U.S. trademarks upon the Trademarks.

4. Assignment Costs. Assignee shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Counterparts. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. A facsimile or PDF signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

8. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties. Nothing contained in this Assignment shall be construed to enlarge, alter, change or amend any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

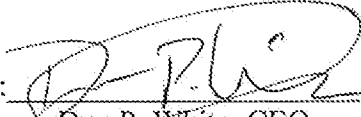
[SIGNATURE PAGE TO FOLLOW]

B. C. D.
10/25/16
D. M.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

ASSIGNOR:

Smiling Moose Franco, LLC

By:  C.E.O.
Dan P. White, CEO

Do What's Right Brands, LLC

By:  C.E.O.
Dan P. White, CEO





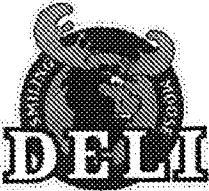

ASSIGNEE:

Right Way Brands, Inc.
a Florida limited liability company





By: 
Richard Eisenberg, CEO

10/25/16
DPC

SCHEDULE A

App./Reg. No.	Trademark	App. Date	Reg. Date
4,542,304	SMILING MOOSE DELI	07/12/2013	06/03/2014
4,488,096		07/12/2013	02/25/2014
4,488,099		07/12/2013	02/25/2014
4,488,097	SMILING MOOSE DELI	07/12/2013	02/25/2014
4,488,102		07/12/2013	02/25/2014
4,488,103		07/12/2013	02/25/2014
4,488,101		07/12/2013	02/25/2014
4,805,168	SATISFY YOUR ADVENTURE FOR TASTE	06/20/2014	09/01/2015
4,805,165		06/19/2014	09/01/2015

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10/25/16
DA

App./Reg. No.	Trademark	App. Date	Reg. Date
4,805,167	 The logo features a stylized moose head with large, curved antlers. Below the head, the words "SMILING MOOSE" are written in a bold, sans-serif font, with "SMILING" above "MOOSE". Underneath this, the words "ROCKY MOUNTAIN DELI" are written in a smaller font, enclosed within a rectangular border.	06/20/2014	09/01/2015
4,796,527	 The logo features a stylized moose head with large, curved antlers.	06/20/2014	08/18/2015
4,796,528	 The logo features a stylized moose head with large, curved antlers. Below the head, the words "SMILING MOOSE" are written in a bold, sans-serif font, with "SMILING" above "MOOSE". Underneath this, the words "ROCKY MOUNTAIN DELI" are written in a smaller font, enclosed within a rectangular border.	06/20/2014	08/18/2015
86/315,822	 The logo features a stylized moose head with large, curved antlers. Below the head, the words "SMILING MOOSE" are written in a bold, sans-serif font, with "SMILING" above "MOOSE". Underneath this, the words "ROCKY MOUNTAIN DELI" are written in a smaller font, enclosed within a rectangular border.	06/20/2014	
4,885,923	SMILING MOOSE ROCKY MOUNTAIN DELI	06/12/2015	01/12/2016

4833-6257-4395, v. 1

4833-6257-4395, v. 2

BE
10-25-16
DM