

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
January Company		10/19/2016	Partnership: WASHINGTON
RECEIVING PARTY DATA			
Name:	January Foods Corp.		
Street Address:	750 W. Lake Cook Road, Suite 485		
Internal Address:	c/o Tall Tree Foods Holdings, Inc.		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4086841	KAM YEN JAN	
Registration Number:	4079528	YANGTZE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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>			
Phone:	415-315-2340		
Email:	USTRademarkMail@ropesgray.com		
Correspondent Name:	Elisa L. Durette, Ropes & Gray LLP		
Address Line 1:	Three Embarcadero Center		
Address Line 4:	San Francisco, CALIFORNIA 94111-4006		
ATTORNEY DOCKET NUMBER:	108712-0048-010		
NAME OF SUBMITTER:	Elisa Durette		
SIGNATURE:	/Elisa Durette/		
DATE SIGNED:	11/08/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of October 19, 2016, by and between January Company, a Washington partnership ("Assignor") and January Foods Corp., a Delaware corporation ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor owns all right, title and interest in the trademarks identified in the attached Schedule A (collectively referred to as the "Trademarks");

WHEREAS, Assignor and Assignee entered into that certain Purchase Agreement by and among Assignor, Assignee, Cable Management Inc., Jase, LLC, EVD Irrevocable Trust and JCD Irrevocable Trust dated as of August 12, 2016 ("Purchase Agreement"), pursuant to which Assignee purchased all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, pursuant to the Purchase Agreement Assignor agreed to transfer to Assignee, all right, title and interest in and to the Trademarks, the goodwill associated with such Trademarks, and all registrations and applications for registration thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the Assignor's rights, title, and interests, in and to:
 - (a) the Trademarks, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
 - (b) the goodwill of the business symbolized by such Trademarks;
 - (c) the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Trademarks;
 - (d) the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the above Trademarks; and
 - (e) all prosecution history files for such Trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.
2. Assignor hereby authorizes and requests the competent authorities to record this Assignment and to grant and issue any and all registrations of the Trademarks

throughout the world to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Assignment not been made.

3. Assignor further agrees to execute and have executed all documents, instruments and papers to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests.
4. This Assignment shall be binding upon the Parties and their successors and assigns.
5. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature shall constitute an original for all purposes.

[Signature Page Follows]

Acknowledged and Accepted:

JANUARY FOODS CORP.

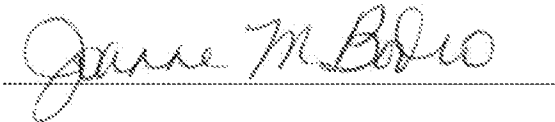
By: 

Name: John Koufis
Title: Treasurer and Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 2nd day of November, 2016, before me, the undersigned notary public, personally appeared John Koufis, proved to me on the basis of satisfactory evidence, which was copy of drivers license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by their signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal





(seal)



Trademark Assignment

SCHEDULE A

Trademarks

Mark Name	Country	International Class	Status	App No.	Filed Date	Reg. No.
 KAM YEN JAN	United States	29	Registered	85298559	19-APR-2011	4086841
 YANGTZE	United States	29	Registered	85296795	15-APR-2011	4079528
DING HO	Canada	29, 30, 31	Registered	393976	30-JAN-1976	TMA221494