

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Molly K. McAdams		12/19/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	K2D, Inc.		
Doing Business As:	Colorado Premium Foods		
Street Address:	2035 Second Avenue		
City:	Greeley		
State/Country:	COLORADO		
Postal Code:	80631		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87152830	TRULY SIMPLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303-747-6400		
Email:	samantha@williamsdaley.com		
Correspondent Name:	Samantha Neal		
Address Line 1:	1503 Spruce Street		
Address Line 4:	Boulder, COLORADO 80302		
NAME OF SUBMITTER:	Samantha Neal		
SIGNATURE:	/Samantha Neal/		
DATE SIGNED:	01/25/2017		
Total Attachments: 6			
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OP \$40.00 87152830

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of this 27th day of December, 2016 (the "Effective Date"), by and between Molly K. McAdams (d/b/a Brandtricity), with a principal place of business at 2120 E Hildebrand Ave., San Antonio, Texas 78209 ("Assignor"), and K2D, Inc., a Colorado corporation (d/b/a Colorado Premium Foods), with a principal place of business at 2035 Second Ave., Greeley, Colorado 80631, its successors and assigns ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the trademark "TRULY SIMPLE", Serial number 87152830, registered with the United States Patent and Trademark Office on August 26, 2016 (the "Trademark").

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Trademark, and Assignor desires to assign all such right, title and interest, in and to the Trademark to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Trademark:

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Trademark;
- (ii) All registrations for the Trademark are currently valid and in full force and effect;
- (iii) Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Trademark to any other person or entity;
- (iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of the Agreement has been duly and validly authorized;

3. Assignor shall execute and deliver to assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit A.

4. After the Effective Date, Assignor agrees to make no further use of the Trademark or any trademark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Trademark.

5. If within 36 months of the Effective Date (the "Measurement Period"), Assignee fails to sell 40,000 pounds of product branded with the Trademark, in a one month period, Assignee shall assign the Trademark back to the Assignor and this Agreement shall be null and void and of no further force or effect and that all parties shall be released from further liability thereunder. If,

within the Measurement Period, Assignee sells a minimum of 40,000 pounds of product branded with the Trademark within any one month period, this Agreement shall be irrevocable and the parties are to continue to be bound upon the terms set forth herein.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to the Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement and Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

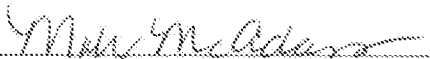
(b) This Agreement is governed by and construed and enforced in accordance with the laws of the State of Colorado, without giving effect to any conflict or choice of law provision that would result in imposition of another state's Law.

(c) If either party brings an action to enforce the provisions of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses incurred in such action from the unsuccessful party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

Molly K. McAdams

K2D, Inc.



Name: Molly K. McAdams

By: 

Name: Michael Rodgers

Title: Vice President, Chief Financial Officer

Trademark Assignment

This Agreement, entered into as of this 17th day of December, 2016 ("Effective Date"), is by and between **Molly K. McAdams** (d/b/a Brandtricity), with a principal place of business at 2120 E Hildebrand Ave., San Antonio, Texas 78209 ("Assignor"), and **K2D, Inc.**, a Colorado corporation (d/b/a Colorado Premium Foods), with a principal place of business at 2035 Second Ave., Greeley, Colorado 80631, its successors and assigns ("Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademark "TRULY SIMPLE", Serial Number 87152830, registered with the United States Patent and Trademark Office on August 26, 2016 (the "Trademark") and has not sold, transferred or licensed the Trademark to any third party; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademark; and


WHEREAS, Assignee wishes to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights, title and interest in and to the Trademark, including renewal rights therein, the exclusive right to enforce and to obtain registrations therefor in the United States and throughout the world in the sole name of Assignee, its successors or assigns, and including the goodwill of the business symbolized by such marks and registrations thereof.

EXECUTED by the parties hereto, each duly authorized, as of the Effective Date.

Molly K. McAdams

K2D, Inc.

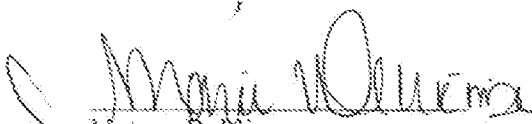

Name: Molly K. McAdams

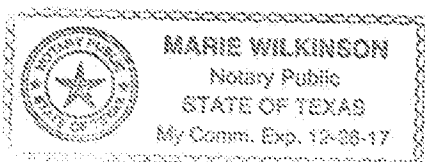
By: 
Name: Michael Rodgers
Title: Vice President, Chief Financial Officer

STATE OF TEXAS)
)
BEXAR COUNTY)

Subscribed, sworn and acknowledged before me by Molly K. McAdams this 9 day of ~~December, 2016~~

January, 2017


Notary Public
State of Texas



TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of this 14 day of December, 2016 (the "Effective Date"), by and between **OM3 Inc.**, a Florida Corporation, with a principal place of business at 323 Church Road, Seguin, Texas 78155 ("Assignor"), and **K2D, Inc.**, a Colorado corporation (d/b/a Colorado Premium Foods), with a principal place of business at 2035 Second Ave., Greeley, Colorado 80631, its successors and assigns ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the trademark "TRULY SIMPLE", Serial number 87152830, registered with the United States Patent and Trademark Office on August 26, 2016 (the "Trademark").

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Trademark, and Assignor desires to assign all such right, title and interest, in and to the Trademark to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Trademark;
2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Trademark;
 - (ii) All registrations for the Trademark are currently valid and in full force and effect;
 - (iii) Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Trademark to any other person or entity;
 - (iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of the Agreement has been duly and validly authorized.
3. Assignor shall execute and deliver to assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit A.
4. After the Effective Date, Assignor agrees to make no further use of the Trademark or any trademark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Trademark.
5. If, within 36 months of the Effective Date (the "Measurement Period"), Assignee fails to sell 40,000 pounds of product branded with the Trademark, in a one month period, Assignee shall assign the Trademark back to the Assignor and this Agreement shall be null and void and of no further force or effect and that all parties shall be released from further liability thereunder. If,

within the Measurement Period, Assignee sells a minimum of 40,000 pounds of product branded with the Trademark within any one month period, this Agreement shall be irrevocable and the parties are to continue to be bound upon the terms set forth herein.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to the Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement and Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement is governed by and construed and enforced in accordance with the laws of the State of Colorado, without giving effect to any conflict or choice of law provision that would result in imposition of another state's Law.

(c) If either party brings an action to enforce the provisions of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses incurred in such action from the unsuccessful party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

OM3 Inc.

K2D, Inc.

By: Molly K. McAdams
Name: Molly K. McAdams
Title: President

By: Michael Rodgers
Name: Michael Rodgers
Title: Vice President, Chief Financial Officer

Trademark Assignment

This Agreement, entered into as of this 9th day of December, 2016 ("Effective Date"), is by and between **OM3 Inc.**, a Florida Corporation, with a principal place of business at 323 Church Road, Seguin, Texas 78155 ("Assignor"), and **K2D, Inc.**, a Colorado corporation (d/b/a Colorado Premium Foods), with a principal place of business at 2035 Second Ave., Greeley, Colorado 80631, its successors and assigns ("Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademark "TRULY SIMPLE", Serial Number 86492602, registered with the United States Patent and Trademark Office on December 30, 2014 (the "Trademark") and has not sold, transferred or licensed the Trademark to any third party; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademark; and

WHEREAS, Assignee wishes to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights, title and interest in and to the Trademark, including renewal rights therein, the exclusive right to enforce and to obtain registrations therefor in the United States and throughout the world in the sole name of Assignee, its successors or assigns, and including the goodwill of the business symbolized by such marks and registrations thereof.

EXECUTED by the parties hereto, each duly authorized, as of the Effective Date.

OM3 Inc.

K2D, Inc.

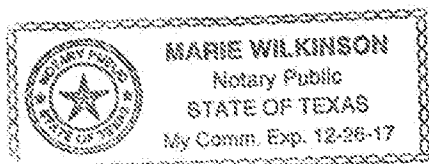
By: Molly K. McAdams
Name: Molly K. McAdams
Title: PRESIDENT

By: Michael Rodgers
Name: Michael Rodgers
Title: Vice President, Chief Financial Officer

STATE OF TEXAS)

BEXAR COUNTY)

Subscribed, sworn and acknowledged before me by Molly K. McAdams, as _____ of OM3, Inc., this 9 day of ~~December~~ January, 2017.



Marie Wilkinson
Notary Public
State of Texas