

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Essential Living Foods, Inc.		01/13/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Terraferil US LLC		
Street Address:	80 SW 8th Street, Suite 2000		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33130		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4938835	SUPERFOOD SMOOTHIE	
Registration Number:	3342811	ESSENTIAL LIVING FOODS	
Registration Number:	3301407	RAW DECADENCE	
Registration Number:	3322995	I AM STRONG	
Registration Number:	4385405	KEEN-WAH(+)	
Registration Number:	4211547	INTELLIGENT INDULGENCE	
Registration Number:	4162440	KEEN-WÄH DECADENCE	
Registration Number:	3369074	BEON	
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>			
Email:	wsavoy@patentgc.com		
Correspondent Name:	Wade Savoy, Patent GC LLC		
Address Line 1:	176 Federal Street, 5th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	Terraholding/Terraferil		
NAME OF SUBMITTER:	Wade Savoy		
SIGNATURE:	/Wade J. Savoy/		

OP \$215.00 4938835

DATE SIGNED:	02/20/2017
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Total Attachments: 12

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the 13th day of January, 2017 (the "Closing Date"), by and between Essential Living Foods, Inc. (the "Debtor"), as the debtor and debtor in possession in the Chapter 11 bankruptcy case bearing the case number 2:16-bk-25844-RK before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, United States Bankruptcy Judge Robert N. Kwan presiding (the "Bankruptcy Court"), and Terrafertil US LLC, a Florida limited liability company and the designee of Terraholdings, LLC ("Buyer"), pursuant to an Asset Purchase Agreement dated as of December 22, 2016 between the Debtor and Buyer (the "Purchase Agreement").

WHEREAS, All capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Purchase Agreement; and

WHEREAS, the Purchase Agreement and the terms and conditions set forth therein and the sale of Assets (as that term is defined below) by the Debtor to Buyer were approved by the Bankruptcy Court, pursuant to an order entered by the Bankruptcy Court on January 11, 2017 (the "Sale Order").

NOW, THEREFORE, the parties do hereby agree as follows:

1. Assignment. The Debtor hereby sells, conveys, assigns, transfers and delivers to Buyer, effective as of 5:00 PM Pacific Time on the Closing Date (the "Effective Time"), all tangible and intangible assets belonging to the Debtor and/or in which the Debtor has any interest, including, without limitation, the Debtor's inventory, accounts receivable, cash, prepayments and deposits, customer purchase orders, product formulas and blends, know-how, company name, trade names, domain names, social media accounts, contract rights (but none of the Debtor's outstanding liabilities thereunder), furniture, fixtures and equipment (including, without limitation, the furniture, fixtures and equipment set forth on Schedule A hereto), fixed assets, trademarks and other intellectual property held by the Debtor and its parent company, Beon Holdings, Inc. (including, without limitation, the trademarks and other intellectual property set forth on Schedule A hereto), together with the goodwill of the Debtor's business connected with the use of, and symbolized by, all of the Debtor's trademarks and other intellectual property, books and records of the Debtor, and all claims and causes of action belonging to the Debtor and its bankruptcy estate, but excluding all causes of action arising under Chapter 5 of Title 11 of the United States Code (collectively, the "Assets"), in each case free and clear of all claims, liens and encumbrances.

2. Recordation. The Debtor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register the assignment of intellectual property made in this Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, the Debtor shall execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assets to, and vest and confirm title to the Assets in, Buyer.

3. Assumption. Buyer hereby assumes only the liabilities accruing after the Effective Time for the Assets and for the equipment which are subject to the following two (2) equipment leases: (a) the Debtor's equipment lease with RLC Funding, a Division of Navitas Lease Corp., and (b) the Debtor's equipment lease with CIT Finance, LLC/Summit Funding Group bearing the lease agreement number 105119 (together, the "Assumed Equipment Leases"). Buyer shall not purchase, accept or acquire from Debtor or its bankruptcy estate any liabilities accruing prior to the Effective Time for or in connection with the Assets and/or the Assumed Equipment Leases.

4. Relation to the Purchase Agreement and Sale Order. This Agreement is made subject to and with the benefit of the representations and warranties, covenants, indemnities, terms, conditions and other provisions of the Purchase Agreement and the Sale Order (if any), all of which shall survive the execution and delivery of this Agreement. This Agreement shall not in any way modify or supersede the Purchase Agreement, which remains in full force and effect, and the parties thereto shall have the rights, duties and obligations provided thereunder. Nothing in this Agreement shall be deemed to limit or modify any liabilities or any representations, warranties, covenants, indemnities, terms, conditions, or other provisions set forth in the Purchase Agreement or the Sale Order. In the event of any conflict or other inconsistency among this Agreement, the Purchase Agreement and/or the Sale Order, the Sale Order shall control (or, in the event the conflict or inconsistency is solely between this Agreement and the Purchase Agreement, the Purchase Agreement shall control).

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law.

6. Amendments. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of executed signature pages by facsimile transmission or by other electronic means (including by pdf) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means (including by pdf) shall be deemed to be their original signatures for all purposes.

[SIGNATURES ON FOLLOWING PAGES]

SCHEDULE A

PKS

#	Brand	Description	Size
1	Apple	Monitor	27"
2	Apple	Monitor	27"
3	Apple	Monitor	27"
4	Apple	Monitor	27"
5	Apple	Monitor	27"
6	Apple	Monitor	27"
7	Apple	All in One - Monitor/Desktop	21.5"
8	Apple	MacBook Air Laptop	13.3"
9	Apple	MacBook Air Laptop	13.3"
10	Apple	MacBook Air Laptop	13.3"
11	Apple	Mac Pro Laptop	15.4"
12	Apple	Mac Pro Laptop	15.4"
13	Apple	Mac Pro Laptop	15.4"
14	Apple	Mac Pro Laptop	15.4"
15	Apple	Mac Mini	8 GB
16	Apple	Mac Mini	8 GB
17	Apple	Mac Mini	8 GB
18	Apple	Mac Mini	8 GB
19	Apple	Mac Mini	8 GB
20	Apple	Mac Mini	8 GB
21	Apple	Mac Mini	8 GB

\$1,005.94
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 \$1,206.41
 \$1,206.41
 \$1,206.41
 \$2,500.00
 \$2,500.00
 \$2,500.00
 \$2,500.00
 \$1,797.00
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 \$1,797.00
 \$1,797.00

PKS

#	Brand	Description	Size
22	Apple	Mac Mini	8 GB
23	Apple	Mac Mini	8 GB
24	Asus	Monitor	24"
25	Dell	Monitor	24"
26	Dell	Monitor	24"
27	Hanns G	Monitor	23.6"
28	Hanns G	Monitor	23.6"
29	Hanns G	Monitor	23.6"
30	Hewlett Packard	Laptop	11.6"
31	Hewlett Packard	Hard Drive	
32	Samsung	Monitor	32"
33	View Sonic	Monitor	24"
34	View Sonic	Monitor	24"
35	View Sonic	Monitor	24"
36	View Sonic	Monitor	24"

\$1,797.00
 \$1,797.00
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 \$251.00
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 \$251.00
 \$251.00
 \$251.00
 \$1,100.00
 \$200.00
 \$500.00
 \$251.00
 \$251.00
 \$251.00
 \$251.00
 \$42,137.87

Apple: 23
 Asus: 1
 Dell: 2
 Hanns G: 3
 HP: 2
 Samsung: 1
 View Sonic: 4
 Grand Total: 36

PKL

	DESCRIPTION	QTY	PURCHASE PRICE
	CUBICLES	18	\$ 22,520.00
	CHAIRS	27	\$ 2,700.00
	DESK	1	\$ 2,500.00
	DESK	3	\$ 3,388.83
	DESK	1	\$ 978.00
	DESK	4	\$ 4,955.64
TOTAL			\$ 37,042.47

RSF

Lease Equipment

Vendor	Description	Amount
All-Fill, Inc.	All Fill with conveyor assist - Model: SHA-600-CW	\$ 101,505.00
	Level Control	
	Footswitch	
	Bulk Product Feeder	
	24" Diameter Rotary Unscrambling Table	
	24" Diameter Rotary Accumulation Table	
	screw elevator feeder	
All-Fill, Inc.	Filler Model: Model B-350E Semi Automatic Filler	\$ 30,526.00
	Model ISC Inclined Screw Conveyor	\$ 10,748.29
Domino Amjet, Inc.	Domino A-Series (A320i) with Touchscreen	
	Printhead Assembly, Standard, 3M	
	Mains Lease Assembly (USA) A Series; Core Cabinet A320i STD	
	60 Micron Nozzle assembly; Assay Basic Printer Stand; Floor Mount Kit	
		\$ 14,570.00
OK International Group	Supersealer SB20 Bag Sealer	
	Base and Motorized Pedestal Assembly	
		\$ 14,205.10
OK International Group	Supper Sealer bag sealer	\$ 19,070.29
Dixie Double seamer	Twin head unit	TBD
Dixie Double seamer	Single head	\$ 17,186.13
Action Pack Filler		TBD
Inline Turntable small	TBD	TBD

KS
R

Lease Equipment

Aesus Labeler Marion Mixers, Inc.	LAB7110 Model ECO wrap / LAB7720 Prism Rollers Model SPS-2436	\$ \$	27,445.00 12,500.00
Total		\$	247,755.81

ELF LIVE TRADEMARKS USTPO

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	86798282	4938835	SUPERFOOD SMOOTHIE	TSDR	LIVE
2	77083236	3342811	ESSENTIAL LIVING FOODS	TSDR	LIVE
3	77092698	3301407	RAW DECADENCE	TSDR	LIVE
4	77091710	3322995	I AM STRONG	TSDR	LIVE

BEON LIVE TRADEMARKS

1	85688275	4385405	KEEN-WAH(+)	TSDR	LIVE
2	85459015	4211547	INTELLIGENT INDULGENCE	TSDR	LIVE
3	85394483	4162440	KEEN-WAH DECADENCE	TSDR	LIVE
4	77207678	3369074	BEON	TSDR	LIVE
5	77092698	3301407	RAW DECADENCE	TSDR	LIVE
6	77091710	3322995	I AM STRONG	TSDR	LIVE

ELF DEAD TRADEMARKS USTPO

1	78660682		ELIXSTACY	TSDR	DEAD
2	78346500	3007884	FLAXITOS	TSDR	DEAD
3	78346527	2917385	OLIVICO	TSDR	DEAD
4	78434173		INDIGENOUS NUTRACEUTICALS	TSDR	DEAD
5	78346545	2999116	INDIGENOUS MEDICINALS	TSDR	DEAD
6	77213684	3394448	EVERYTHINGRAW	TSDR	DEAD
7	77092892	3323005	I AM BEAUTIFUL	TSDR	DEAD
8	77092886	3323004	INDIGO NIGHTS	TSDR	DEAD
9	77212039		YOGA BAR	TSDR	DEAD

BEON DEAD TRADEMARKS

1	77165856	3603148	DIVINELY INDULGENT	TSDR	DEAD
2	77345532	3529442	ANH VCO	TSDR	DEAD
3	77151214	3456424	SOURCE VERIFIED INTEGRITY	TSDR	DEAD
4	77151213	3456423	SOURCE VERIFIED INTEGRITY	TSDR	DEAD
5	77213684	3394448	EVERYTHINGRAW	TSDR	DEAD
6	77207727	3372696	BEON BLISS	TSDR	DEAD
7	77207711	3369075	BEON LIVING	TSDR	DEAD

Handwritten initials/signature

8	77151210	3368103	CONSCIOUS CONSUMER	TSDR	DEAD
9	77151209	3368102	CONSCIOUS CONSUMER	TSDR	DEAD
10	77166465	3359370	TRUE BLUE AGAVE	TSDR	DEAD
11	77165886	3339185	ELIXSTASY	TSDR	DEAD
12	77092892	3323005	I AM BEAUTIFUL	TSDR	DEAD
13	77092886	3323004	INDIGO NIGHTS	TSDR	DEAD
14	77345458		ESSENTIAL LIVING NUTRIANTS	TSDR	DEAD
15	77212039		YOGA BAR	TSDR	DEAD
16	77165870		PRIMORDIAL FOODS	TSDR	DEAD
17	77151212		SOURCE VERIFIED INTEGRITY	TSDR	DEAD
18	77151207		CONSCIOUS CONSUMER	TSDR	DEAD

URL <https://essentiallivingfoods.com>

Handwritten initials: KVS