

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Love Corn Inc.		12/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Love Corn Holdings Limited		
Street Address:	100 Wall Street, 20th Floor		
Internal Address:	c/o Garvey Schubert Barer		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5101906	LOVE CORN	
CORRESPONDENCE DATA			
Fax Number:	2064643939		
<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:	2064643939		
Email:	trademarks@gsblaw.com		
Correspondent Name:	Claire F. Hawkins		
Address Line 1:	1191 Second Avenue, Suite 1800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	51289-62000		
NAME OF SUBMITTER:	Cheryl Whitlock		
SIGNATURE:	/Cheryl Whitlock/		
DATE SIGNED:	03/09/2017		
Total Attachments: 2			
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OP \$40.00 5101906

Exhibit A

ASSIGNMENT AND BILL OF SALE

This Assignment Bill of Sale is entered into as of the date set forth below, by Love Corn Inc. ("Seller") for the benefit of Love Corn Holdings Limited ("Purchaser").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and pursuant and subject to the provisions of that certain Intellectual Property Purchase and Sale Agreement between Seller and Purchaser, of the same date herewith, Seller does hereby sell, assign, transfer, grant, set over, convey, and deliver to Purchaser all of Seller's right, title, and interest in and to the trademarks set forth on Schedule A hereto ("Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all other associated rights and interests related thereto, including:

- a. the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof;
- b. all rights of any kind whatsoever of Seller accruing under any of the foregoing, including common law rights and copyright rights, provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. 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; and
- d. 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, dilution, 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.

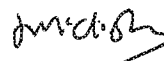
Seller authorizes the US Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Purchaser, or any assignee or successor thereto.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

DATED: 15, December 2016

Seller:

LOVE CORN INC.

By: 

Jamie McCloskey, President
and Sole Shareholder

Schedule A
to Assignment and Bill of Sale

Trademarks

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country or Jurisdiction	App. No.	Reg. No.	Status
LOVE CORN	CN	19885466		Pending
LOVE, CORN and Design	CN	19885465		Pending
LOVE CORN	EU	15311004		Pending
LOVE, CORN and Design	EU	15311046		Pending
LOVE CORN	UK	3158616		Pending
LOVE, CORN and Design	UK	3158618		Registered
LOVE CORN	US	86879310		Pending
PS. IT'S SIMPLE, IT'S DELICIOUS	US	86965887		Pending