

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417406

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of the Assignee previously recorded on Reel 005907 Frame 0878. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Right Way Brands, Inc.		10/25/2016	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Rightway 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
Serial Number:	86315822	SMILING MOOSE ROCKY MOUNTAIN DELI
Serial Number:	86660771	SMILING MOOSE ROCKY MOUNTAIN DELI
Serial Number:	86315828	SATISFY YOUR ADVENTURE FOR TASTE
Serial Number:	86315817	SMILING MOOSE ROCKY MOUNTAIN DELI
Serial Number:	86315781	
Serial Number:	86315734	SMILING MOOSE ROCKY MOUNTAIN DELI
Serial Number:	86315213	SMILING MOOSE ROCKY MOUNTAIN DELI
Serial Number:	86009407	
Serial Number:	86009393	SMILING MOOSE DELI
Serial Number:	86009376	SMILING MOOSE DELI
Serial Number:	86009326	SMILING MOOSE DELI
Serial Number:	86009300	SMILING MOOSE DELI
Serial Number:	86009274	SMILING MOOSE DELI
Serial Number:	86009267	DELI

CORRESPONDENCE DATA

Fax Number: 9528855969

TRADEMARK

REEL: 006008 FRAME: 0616

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@mdblawnfirm.com
Correspondent Name: James A. Wahl
Address Line 1: 7760 France Avenue South
Address Line 2: Suite 700
Address Line 4: Minneapolis, MINNESOTA 55435

NAME OF SUBMITTER:	James A. Wahl
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SIGNATURE:	/James A. Wahl/
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DATE SIGNED:	02/24/2017
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Total Attachments: 14

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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

TRADEMARK

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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**CERTIFICATE OF CORRECTION
TO TRADEMARK ASSIGNMENT**

THE UNDERSIGNED, as President of Rightway Brands, Inc., a Florida corporation (the "Company"), and not in his individual capacity, hereby executes and delivers this Certificate of Correction in connection with that certain Trademark Assignment dated October 25, 2016 (the "Trademark Assignment"), by and among the Company (as Assignee), and Do What's Right Brands, LLC ("DWRB"), and Smiling Moose Franco, LLC ("SMF", and together with DWRB, the "Assignor").

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Trademark Assignment effective as of October 25, 2016.

2. Attached hereto as Exhibit B is a true, correct and complete copy of the Articles of Incorporation of Assignee, correctly showing the corporate name of Assignee to be Rightway Brands, Inc., a Florida corporation.

3. The Trademark Assignment incorrectly states the corporate name of Assignee to be Right Way Brands, Inc., a Florida corporation.

4. Each and every instance in the Trademark Assignment in which the name of Assignee is stated as Right Way Brands, Inc., a Florida corporation is hereby amended and corrected to read Rightway Brands, Inc., a Florida corporation.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand to be effective as of October 26, 2016.

RIGHTWAY BRANDS, INC.
a Florida corporation

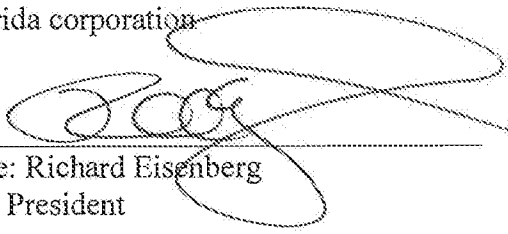
By: 
Name: Richard Eisenberg
Title: President

Exhibit A
Trademark Assignment

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.

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 1 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.

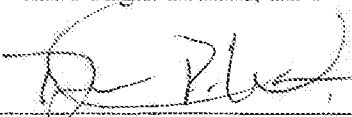
IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

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





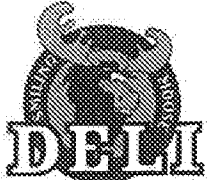

ASSIGNEE:

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

Handwritten signature and date: 10/25/16 DR

App./Reg. No.	Trademark	App. Date	Reg. Date
4,805,167	 SMILING ROCKY MOUNTAIN DELI MOOSE	06/20/2014	09/01/2015
4,796,527		06/20/2014	08/18/2015
4,796,528	 SMILING MOOSE ROCKY MOUNTAIN DELI	06/20/2014	08/18/2015
86/315,822	 SMILING MOOSE ROCKY MOUNTAIN DELI	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

Exhibit B
Articles of Incorporation

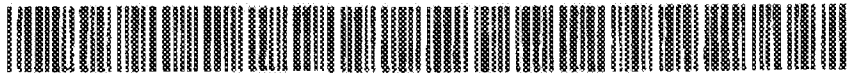
4820-6194-2082, v. 1

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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To: Division of Corporations
Fax Number : (850) 617-6381

From: Account Name : CORP USA
Account Number : 072450003255
Phone : (305) 634-3694
Fax Number : (305) 633-8696

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*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

Email Address: _____

FLORIDA PROFIT/NON PROFIT CORPORATION
RIGHTWAY BRANDS, INC.

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$78.75

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Electronic Filing Menu Corporate Filing Menu Help

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ARTICLES OF INCORPORATION

OF

RIGHTWAY BRANDS, INC.

The undersigned incorporator, for the purpose of forming a corporation for profit under the Florida Business Corporation Act, hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation is: RIGHTWAY BRANDS, INC.

ARTICLE II

Existence

The corporation's existence shall commence upon the filing of these Articles of Incorporation.

ARTICLE III

Purpose

The corporation is organized for the purpose of transacting any and all lawful business for which corporations may be formed under the Florida Business Corporation Act, and all amendments and supplements thereto, or any law enacted to take the place thereof (collectively, the "Act").

Prepared by:
Robert A. Chavez, Esq.
Florida Bar No. 283525
Gutter Chavez Joseph Ruben Forman Fleisher Miller P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, FL 33431
561-998-7847

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ARTICLE IV

Authorized Capital

The corporation is authorized to issue 1,000 shares of voting common stock, with a par value of \$1.00 per share.

ARTICLE V

Address

The address of the principal office of the corporation is 4461 N.E. 25th Avenue, Lighthouse Point, FL 33064 and its mailing address 4461 N.E. 25th Avenue, Lighthouse Point, FL 33064.

ARTICLE VI

Registered Office and Agent

The street address of the corporation's initial registered office is 2101 N.W. Corporate Blvd., Suite 107, Boca Raton, Florida 33431-7343. The name of the initial registered agent at such office is M & W Agents, Inc.

ARTICLE VII

Indemnification

To the fullest extent authorized or permitted by the Act, the corporation shall indemnify, and advance expenses to, any person made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation. Unless otherwise expressly prohibited by the Act, and except as otherwise provided in the foregoing sentence, the Board of Directors of the corporation shall have the sole and exclusive discretion, on such terms and conditions as it shall determine, to indemnify, or advance expenses to, any person made, or threatened to be made, a party to any action, suit, or proceeding by reason of the fact that he or she is or was an employee or agent of the corporation, or is or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Except for any person who is or was a director or officer of the corporation, or any person who is or was serving at the request of the corporation as a director or officer of another corporation, no employee or agent of the corporation may apply to any court for indemnification, or advancement of expenses, by the corporation.

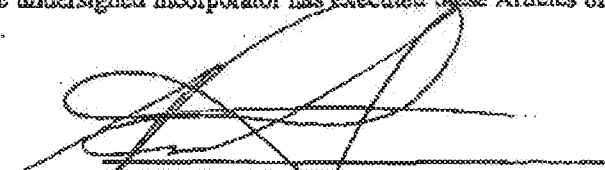
ARTICLE VIII

Incorporator

The name and address of the incorporator of the corporation is Robert A. Chavez, Gutter Chavez Josepher Rubin Forman Fleisher Miller P.A., 2101 N.W. Corporate Blvd., Suite 107, Boca Raton, Florida 33431.

-oOo-

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on October 5, 2016.




ROBERT A. CHAVES

ACCEPTANCE OF APPOINTMENT

AS

REGISTERED AGENT

I hereby accept the appointment as registered agent contained in the foregoing Articles of Incorporation and state that I am familiar with, and accept, the obligations set forth in Sections 48.091(2) and 607.0505 of the Florida Statutes.

M & W AGENTS, INC., a Florida corporation

BY _____
ROBERT A. CHAVES, Secretary