

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
K2D, Inc.		03/10/2017	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	Colorado Premium LLC
Street Address:	2035 2nd Avenue
City:	Greeley
State/Country:	COLORADO
Postal Code:	80631
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4252345	DELI HOST
Registration Number:	4176754	NATIONAL DELI
Registration Number:	4169046	PRIDE IS WHAT MAKES US BETTER
Registration Number:	4066630	NATIONAL DELI
Registration Number:	2763861	NATIONAL DELI
Registration Number:	2588219	DELI KING
Registration Number:	4738329	BUEDEL FINE MEATS
Registration Number:	4723305	BUEDEL FINE MEATS AND PROVISIONS
Serial Number:	87319953	ODONNELLS
Serial Number:	87319917	ODONNELLS
Serial Number:	87312063	COLORADO PREMIUM
Serial Number:	87310276	COLORADO PREMIUM

CORRESPONDENCE DATA

Fax Number: 3036683952

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: 3036683952

Email: kris@managed-legal-services.com

OP \$315.00 4252345

Correspondent Name: Kristine Miller
Address Line 1: 1740 Columbine Avenue
Address Line 2: Managed Legal Services
Address Line 4: BOULDER, COLORADO 80302-7915

NAME OF SUBMITTER: Kristine Miller, Colorado Bar Member

SIGNATURE: /Kristine Miller/

DATE SIGNED: 03/15/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated as of March 10, 2017, is made by and between K2D, Inc., a Colorado corporation (“**Assignor**”), and Colorado Premium LLC, a Colorado limited liability company (“**Assignee**”). Reference is hereby made to the Contribution Agreement of even date herewith by and between Assignor and Assignee (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office (“**USPTO**”) and the United States Copyright Office (“**USCO**”), as applicable, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) all patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) all trademark registrations and applications set forth on Schedule 2 and all renewals thereof, common law rights associated therewith, and goodwill symbolized thereby (the “**Trademarks**”); provided that, with respect to any United States intent-to-use trademark application(s) set forth on Schedule 2, the transfer of such application(s) accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or portion of the business to which the trademark(s) pertains, and that business is ongoing and existing;

(c) all copyright registrations and pending applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all domain names and addresses set forth on Schedule 4 hereto;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) 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

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks, as applicable, in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, as applicable, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of 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 Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:


K2D, INC.

By: 
Name: Kevin LaFleur
Title: President

AGREED TO AND ACCEPTED:

ASSIGNEE:

COLORADO PREMIUM LLC

By: 
Name: Kevin LaFleur
Title: President





SCHEDULE 1



ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

USPTO Registration No.	Registration Date	Mark
4252345	12/4/2012	
4176754	7/17/2012	
4169046	7/3/2012	<p align="center">PRIDE IS WHAT MAKES US BETTER</p>
4066630	12/6/2011	
2763861	9/16/2003	

2588219	7/2/2002	DELI KING
4738329	5/19/2015	BUEDEL FINE MEATS
4723305	4/21/2015	BUEDEL FINE MEATS AND PROVISIONS
87/319,953	1/31/2017	ODONNELLS
87/319,917	1/31/2017	
87/312,063	1/24/2017	
87/310,276	1/23/2017	COLORADO PREMIUM

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE 4

DOMAIN NAMES

1. www.buedelfinemeats.com
2. www.coloradopremium.com