

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROGRESSIVE GOURMET, INC.		04/11/2016	Corporation:
RECEIVING PARTY DATA			
Name:	MONOGRAM GOURMET FOODS, LLC		
Street Address:	530 Oak Court Drive, Suite #400		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38117		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3417267	APPETIZERS AND, INC.	
Registration Number:	3408556	APPETIZERS AND, INC.	
Registration Number:	3211089		
Registration Number:	1812300	GOODWIVES	
Registration Number:	3211081	ORIGINAL RANGOON	
Registration Number:	3211082	THE CATERER'S CHOICE	
Registration Number:	2648631	PROGRESSIVE GOURMET	
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:	901-579-3128		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Wendy Robertson		
Address Line 1:	6060 Poplar Avenue, Suite 440		
Address Line 4:	Memphis, TENNESSEE 38119		
ATTORNEY DOCKET NUMBER:	2910330-41		
NAME OF SUBMITTER:	Wendy Robertson		
SIGNATURE:	/wrobertson/		

OP \$190.00 3417267

DATE SIGNED:	04/12/2017
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Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of April 11, 2016, by and among **PROGRESSIVE GOURMET, INC.**, a Massachusetts corporation ("Seller"), and **MONOGRAM GOURMET FOODS, LLC**, a Delaware limited liability company ("Buyer"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as such term is defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of April 11, 2016 (the "Purchase Agreement"), pursuant to which the Seller has agreed to sell to Buyer, and Buyer has agreed to buy from the Seller, the Intellectual Property Assets, including without limitation certain service marks, trademarks and trade names of Seller used in connection with the Acquired Business. Pursuant to the Purchase Agreement, the Seller has agreed to execute such instruments as the Buyer may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Buyer and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Buyer of, all of such assets; and

WHEREAS, the Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Intellectual Property Assets, as more particularly listed on Schedule A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, the Seller, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement and the warranties and representations by the Seller contained in the Purchase Agreement, the receipt of which is hereby acknowledged, hereby transfers and assigns to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in and to the Intellectual Property Assets, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for past, present and future infringement of any of the Intellectual Property Assets, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Seller had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature page follows]

IN WITNESS WHEREOF, Seller has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

SELLER:

PROGRESSIVE GOURMET, INC.

By: [Signature]
Name: Richard M. Foster
Its: President / CEO

STATE OF MA
COUNTY OF Middlesex

Ernest N. Agresti Jr.

Before me, Richard H. Foster, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Richard M. Foster, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President / CEO of Progressive Gourmet, Inc, the within-named bargainor, a Massachusetts corporation, and that he, as such President / CEO being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such President / CEO.

WITNESS my hand and seal at office on this the 8th day of April 2016.

[Signature]
Notary Public

My Commission Expires:
January 28, 2022

IN WITNESS WHEREOF, Buyer has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

BUYER:

MONOGRAM GOURMET FOODS,
LLC

By: Monogram Food Solutions, LLC,
its sole member

By: Don Brunson
Name: DON BRUNSON
Its: COO

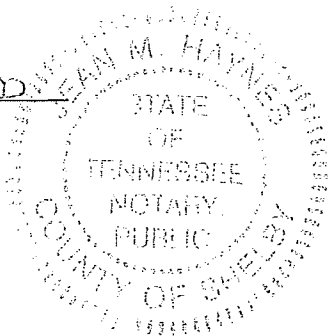
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Jean M Haynes, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Don Brunson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the COO of Monogram Food Solutions, LLC, the sole member of Monogram Gourmet Foods, LLC, the within-named bargainer, a Delaware limited liability company, and that he, as such COO being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such COO.

WITNESS my hand and seal at office on this the 8 day of April 2016.

Jean M Haynes
Notary Public

My Commission Expires:
My Commission Expires November 6, 2018






[Buyer's Signature Page to IP Assignment]

SCHEDULE A

All Intellectual Property Assets as defined in the Purchase Agreement, including but not limited to all trade secrets, recipes, know-how, technology, designs, manufacturing techniques, finishes, coloring, drawings, customer lists and preferences, referral sources, supply and distribution channels, marketing and sales techniques, pricing, selling terms, operations manuals, confidential information, financial information and projections relating to Seller's business.

The following Trademarks:

BL No	Trademark	Country	Status	App No	Ap Date	Reg No	Reg Date	Class
44580.4 T04/	APPETIZERS AND, INC.	United States of America	Registered	77/206,815	15-Jun-2007	3417267	29-Apr-2008	29 Int., 30 Int.
44580.4 T05/		United States of America	Registered	77/240,212	27-Jul-2007	3408556	08-Apr-2008	29 Int., 30 Int.
44580.4 T03/		United States of America	Registered	78/861,082	13-Apr-2006	3211089	20-Feb-2007	29 Int.
44580.4 T08/	 GOODWIVES	United States of America	Registered	74/324,770	23-Oct-1992	1812300	21-Dec-1993	30 Int.
44580.4 T01/	ORIGINAL RANGOON	United States of America	Registered	78/860,844	13-Apr-2006	3211081	20-Feb-2007	29 Int.
44580.4 T02/	THE CATERER'S CHOICE	United States of America	Registered	78/860,855	13-Apr-2006	3211082	20-Feb-2007	29 Int.
	CATERING SOLUTIONS	USA	Registered	77690796		3783400	Mar 13, 2009	29 and 30
	PROGRESSIVE GOURMET	USA	Registered	76250465		2648631	Nov 12, 2002	29 and 30