

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429565

| | | | |
|---|--|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Evans Food Products Co. | | 04/19/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Evans Food Group Ltd. | | |
| Street Address: | 4118 S. Halstead St. | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60609 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3410377 | LA TOÑITA | |
| Serial Number: | 86818107 | FLAVOR WORTH CRAVING | |
| Serial Number: | 86818127 | QUALITY YOU CAN CRUNCH ON | |
| Serial Number: | 86818120 | BRING HOME THE CRUNCH | |
| Serial Number: | 86317036 | CHIPS ARE FOR WIMPS | |
| Serial Number: | 86201902 | PETE'S | |
| Serial Number: | 85806507 | CHACS | |
| Registration Number: | 2492366 | | |
| Registration Number: | 2230908 | CROOKED CREEK | |
| Registration Number: | 1314857 | BAC'N CHIPS | |
| Registration Number: | 1257719 | EVANS | |
| Registration Number: | 1261053 | EVANS | |
| Registration Number: | 1336963 | ORIGINAL | |
| Registration Number: | 1245679 | HOT & SPICY | |
| Registration Number: | 1193711 | MAC'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122367516 | | |
| <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> | | | |

CH \$390.00 3410377

TRADEMARK

Phone: 312-368-4000
Email: ch.tm@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER: Peggy McBride

SIGNATURE: /PLMcBride/

DATE SIGNED: 06/01/2017

Total Attachments: 6

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IP ASSIGNMENT

This IP ASSIGNMENT (this “Agreement”), made and entered into as of April 19, 2017 (the “Effective Date”), by and between Evans Food Products Co., a Delaware corporation having a principal place of business at 4118 S. Halstead St., Chicago, IL 60609 (“Assignor”), and Evans Food Group Ltd., a Delaware corporation having a principal place of business at 4118 S. Halstead St., Chicago, IL 60609 (“Assignee”). Each of Assignee and Assignor may be referred to herein as a “Party” and together as the “Parties.”

WITNESSETH:

WHEREAS, Assignor is the current owner of the entire right, title, and interest in and to the intellectual property listed on **Schedule A** attached hereto (collectively, the “Intellectual Property Assets”); and

WHEREAS, Assignor has agreed to convey, assign, transfer and deliver to Assignee and its successors and assigns, and Assignee has agreed to acquire, assume and accept, all of Assignor’s right, title and interest in, to and under the Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.**

Assignor does hereby sell, contribute, assign, and transfer to Assignee any and all of Assignor’s worldwide right, title and interest to, including all common law rights in, to and under, all of the Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee’s own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignor if this assignment had not been made.

2. **Further Assurances.** Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee as contemplated hereby.

3. **Execution.** This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

4. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

5. **Amendment and Waiver.** The provisions of this Agreement may be amended and waived only with the prior written consent of Assignor and Assignee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective legal representatives and successors.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

EVANS FOOD PRODUCTS CO. (ASSIGNOR)

By: 

Name: William Craig Leese

Title: Secretary

EVANS FOOD GROUP LTD. (ASSIGNEE)

By: 

Name: William Craig Leese

Title: Secretary

[Signature Page to IP Assignment]

SCHEDULE A

Patents and Patent Applications






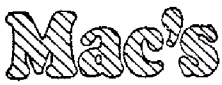
| Patent Application Number | Country | Title | Filing Date |
|----------------------------------|----------------|--|--------------------|
| 62/161,037 | U.S. | SNACK OF ANIMAL ORIGIN AND PRODUCTION METHOD | 5/13/2015 |
| 14/812561 | U.S. | SNACK OF ANIMAL ORIGIN AND PRODUCTION METHOD | 7/29/2015 |
| PCT/US2015/046475 | PCT | SNACK OF ANIMAL ORIGIN AND PRODUCTION METHOD | 8/24/2015 |
| MX/a/2015/016361 | Mexico | SNACK OF ANIMAL ORIGIN AND PRODUCTION METHOD | 11/26/2015 |


Domain Names

| Domain Name | Creation Date | Expiration Date |
|--------------------|----------------------|------------------------|
| Evansfood.com | 22-Jul-1997 | 21-Jul-2017 |

Trademarks and Trademark Applications

| Mark | Jurisdiction | App. No. | App. Date | Reg. No. | Reg. Date |
|---------------------------|---------------------|-----------------|------------------|-----------------|------------------|
| LATOÑITA | US | 78569993 | 02/17/2005 | 3410377 | 04/08/2008 |
| FLAVOR WORTH CRAVING | US | 86818107 | 11/12/2015 | | |
| QUALITY YOU CAN CRUNCH ON | US | 86818127 | 11/12/2015 | | |
| BRING HOME THE CRUNCH | US | 86818120 | 11/12/2015 | | |
| CHIPS ARE FOR WIMPS | US | 86317036 | 06/23/2014 | | |
| PETE'S | US | 86201902 | 02/24/2014 | | |

| Mark | Jurisdiction | App. No. | App. Date | Reg. No. | Reg. Date |
|---|--------------|-----------|------------|----------|-------------|
| CHACS | US | 85806507 | 12/19/2012 | | |
| (Design)  | US | 76090826 | 07/18/2000 | 2492366 | 09/25/2001 |
| CROOKED CREEK | US | 75493797 | 06/01/1998 | 2230908 | 03/09/1999 |
| BAC'N CHIPS | US | 73371562 | 06/25/1982 | 1314857 | 01/15/1985 |
| EVANS  | US | 73328735 | 09/18/1981 | 1257719 | 011/15/1983 |
| EVANS  | US | 73328736 | 09/18/1981 | 1261053 | 12/13/1983 |
| ORIGINAL (& design)   | US | 73327778 | 09/14/1981 | 1336963 | 05/21/1985 |
| Hot & Spicy | US | 732822392 | 10/20/1980 | 1245679 | 07/12/1983 |
| MAC's (stylized)  | US | 73164123 | 03/29/1978 | 1193711 | 04/13/1982 |

| Mark | Jurisdiction | App. No. | App. Date | Reg. No. | Reg. Date |
|--|--------------|-----------|-------------|----------|------------|
| EVANS  | Colombia | 94 8628 | 03/304/1994 | 160212 | 08/20/2004 |
| ALIMENTOS FINOS DEL NORTE | Colombia | 93 403792 | 08/24/1993 | 152560 | 10/14/2004 |
| EVANS | Colombia | 93 388875 | 05/28/1993 | 153929 | 02/28/1994 |