

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C & F Foods, Inc.		05/31/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Red Barn Capital Partners, LLC		
Street Address:	15620 E. Valley Boulevard		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91744		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86580512	COOKSIMPLE	
Serial Number:	86580503	HEALTHY COOKING MADE EASY	
Serial Number:	87008155	RED BARN CAPITAL PARTNERS LLC	
Serial Number:	87413714	MOVE	
CORRESPONDENCE DATA			
Fax Number:	626-577-77		
<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:	626-535-1900		
Email:	bives@afrc.com		
Correspondent Name:	Brandon Ives		
Address Line 1:	301 N. Lake Avenue, Suite 1100		
Address Line 4:	Pasadena, CALIFORNIA 91101		
ATTORNEY DOCKET NUMBER:	13560-000000		
NAME OF SUBMITTER:	Brandon Ives		
SIGNATURE:	/Brandon Ives/		
DATE SIGNED:	06/26/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 31st, 2017 by C & F FOODS, INC., a California corporation with an address of 15620 East Valley Boulevard, City of Industry, California, 91744 (the "Assignor"), to RED BARN CAPITAL PARTNERS, LLC, a California limited liability company with an address of 15620 East Valley Boulevard, City of Industry, California, 91744 (the "Assignee") (each a "Party," and collectively the "Parties").

WHEREAS, the Assignor is the owner of the trademarks and applications for trademarks identified on Schedule A attached hereto (collectively, the "Marks") together with the goodwill associated therewith;

WHEREAS, the Assignee is desirous of acquiring the Marks and the worldwide goodwill of the business in connection with which the aforesaid Marks have been used; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the undersigned Parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, the entire right, title, and interest of Assignor in and to the Marks, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, together with the worldwide goodwill of the business in connection with which the aforesaid Marks have been used, and including (a) all income, royalties and rights to payment with respect to the Marks, and (b) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for the Assignee's own use and enjoyment.

2. Further Assurances. The Assignor shall provide to the Assignee reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

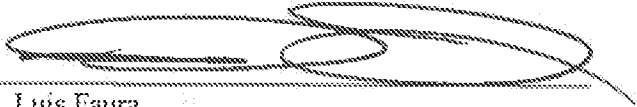
3. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts of law provisions. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterpart signature pages to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed effective as of the date first above written.

ASSIGNOR:

C & F FOODS, INC.,
a California corporation

By: 
Luis Faura
President and CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

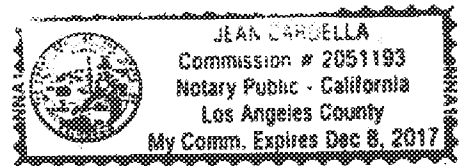
On May 30, 2017, before me, Jean Carbella, Notary Public, personally appeared LUIS FAURA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jean Carbella
Notary Public
2051193

(seal)

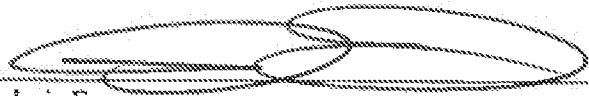


IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed effective as of the date first above written.

ASSIGNEE:

RED BARN CAPITAL PARTNERS, LLC,
a California limited liability company

By: C & F Foods, Inc.
Its: Member

By: 
Luis Faura
President and CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

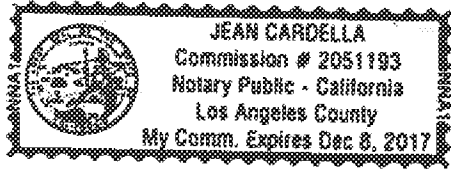
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.
Signature Jean Cardella
Notary Public
2051193

(seal)



SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Status</u>
COOKSIMPLE	US	86580512	4850550	11/10/2015	Live
HEALTHY COOKING MADE EASY	US	86580503	4850549	11/10/2015	Live
RED BARN CAPITAL PARTNERS LLC [and design]  RED BARN CAPITAL PARTNERS LLC	US	87008155	5113000	01/03/2017	Live
MOVE	US	87413714			Live/ Application