

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RichGood Gourmet, LLC		08/14/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Royal Cup, Inc.		
Street Address:	160 Cleage Drive		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35217		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4530555	ICEBOX COFFEE	
CORRESPONDENCE DATA			
Fax Number:	2057146305		
<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:	2052541173		
Email:	jmcewen@maynardcooper.com		
Correspondent Name:	Jennifer J. McEwen		
Address Line 1:	1901 Sixth Avenue North		
Address Line 2:	Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	William E. Smith, III		
SIGNATURE:	/William E. Smith, III/		
DATE SIGNED:	08/15/2017		
Total Attachments: 5			
source=Royal Cup RichGood IP Assignment#page1.tif			
source=Royal Cup RichGood IP Assignment#page2.tif			
source=Royal Cup RichGood IP Assignment#page3.tif			
source=Royal Cup RichGood IP Assignment#page4.tif			
source=Royal Cup RichGood IP Assignment#page5.tif			

OP \$40.00 4530555

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**"), dated as of August 14th, 2017 ("Effective Date"), is made by and between RichGood Gourmet, LLC, an Alabama limited liability company ("**Seller**"), and Royal Cup, Inc., a Delaware corporation ("**Purchaser**"). All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Seller and Purchaser are parties to that certain asset purchase agreement, dated as of August 14, 2017 (the "**Purchase Agreement**"), pursuant to which Purchaser has agreed to purchase from Seller, and Seller has agreed to sell, transfer and assign to Purchaser, the Intellectual Property (as defined below) owned by Seller, including without limitation, the Intellectual Property set forth on Schedule A hereto; and

WHEREAS, Seller and Purchaser are hereby effecting such transfer and assignment of all right, title and interest of Seller throughout the world in and to the Intellectual Property owned by Seller and the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers and assigns to Purchaser, free and clear of all liens, pledges, claims, security interests, and other burdens, options or encumbrances of any kind, and Purchaser hereby accepts the conveyance, transfer and assignment of all of Seller's right, title, and interest, in law and in equity, throughout the world, in, to, and under the Intellectual Property owned by Seller, including without limitation, (i) the U.S. Trademark Registration set forth on Schedule A hereto, together with all goodwill associated with or related thereto, and together with all rights and privileges granted and secured thereby, (ii) any proceeding related to the Intellectual Property, whether accruing before, on, or after the Effective Date hereof, including all rights to and claims for damages, restitution and injunctive relief and other legal and equitable relief for past, present and future infringement of the Intellectual Property, and (iii) any common law rights of the Seller in the Intellectual Property. For purposes of this Agreement "Intellectual Property" shall have the meaning given to that term as defined in the Purchase Agreement.

2. Recordation. Seller authorizes and requests Purchaser to cause Purchaser to be recorded as the assignee or transferee of the Intellectual Property owned by Seller and shall, promptly upon presentation to Seller by Purchaser, execute, or procure the execution of, such transfer documents and provide such information as may be reasonably required.

3. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Agreement is given to further evidence the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed,

expand, reduce, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Seller or Purchaser set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

4. No Third Party Beneficiaries. The terms and provisions of this Agreement will not, and are not intended to, confer third-party beneficiary rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

5. Governing Law; Exclusive Jurisdiction. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Alabama, notwithstanding the residence or principal place of business of any party, the place where this Agreement may be executed by any party or the provisions of any jurisdiction's conflict-of-laws principles. Any proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be brought in the courts of the State of Alabama, Jefferson County, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Alabama, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. The parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

6. Amendment; Successors and Assigns. This Agreement may only be amended by the execution and delivery of a written instrument by or on behalf of the parties hereto. Neither this Agreement nor any of the rights, interest or obligations provided by this Agreement may be assigned by either of the parties without the prior written consent of the other. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of this section shall be void. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify or amend any part of this Agreement or any rights or obligations of the parties hereunder or by reason of this Agreement.

7. Extension of Time; Waiver. No agreement extending or waiving any provision of this Agreement will be valid or binding unless it is in writing and is executed and delivered by or on behalf of the party against which it is sought to be enforced. No extension or waiver of any of the provisions of this Agreement shall be deemed to or shall constitute an extension or waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing extension or waiver unless otherwise expressly provided.

8. Notices. All notices and other communications to be given under the terms of this Agreement or which any of the parties desire to give hereunder shall be in writing and shall be made in accordance with Section 9(h) (Notices) of the Purchase Agreement.

9. Further Assurances. At any time and from time to time following the date of this Agreement, at the request of any party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such further documents and instruments and shall take, or cause to be taken, such further actions as the other party may reasonably request or as otherwise may be necessary or desirable to evidence and make effective the transactions contemplated hereby.

10. Counterparts; Facsimile. This Agreement may be executed in 2 or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement. Copies of executed signature pages delivered by facsimile or other electronic means (*i.e.*, .pdf or .tif) shall, for all purposes, be deemed originals.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date set forth in the first paragraph.

SELLER:

RICHGOOD GOURMET, LLC

By: 

Elizabeth T. Goodrich
Its President

PURCHASER:

ROYAL CUP, INC.

By: 

William E. Smith, III
Its President and Chief Executive Officer

SCHEDULE A

Trademark Registrations

1. U.S. Trademark Registration No. 4,530,555 for ICEBOX COFFEE, issued May 13, 2014.