

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439500

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FDFI HOLDINGS LIMITED		06/01/2017	Corporation:
FREEZE-DRY FOODS LIMITED		06/01/2017	Corporation:
EMERGE FOODS INC.		06/01/2017	Corporation:
FREEZE-DRY FOODS INC.		06/01/2017	Corporation:
ALBION WEST HOLDINGS INC.		06/01/2017	Corporation:
FOOD INSURANCE, LLC		06/01/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FREEZE-DRY FOODS LLC		
<b>Street Address:</b>	148 S. REDMOND		
<b>Internal Address:</b>	PO BOX 4902		
<b>City:</b>	JACKSON		
<b>State/Country:</b>	WYOMING		
<b>Postal Code:</b>	83001		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3840205	FOODINSURANCE	
<b>Registration Number:</b>	4142095	FOOD INSURANCE	
<b>Registration Number:</b>	4138782		
<b>Registration Number:</b>	3653868	DAILY BREAD	
<b>Registration Number:</b>	4138771	DAILY BREAD	
<b>Registration Number:</b>	4160412		
<b>Registration Number:</b>	4950777	CAMPFIRE MEALS AND DESIGN	
<b>Registration Number:</b>	4436713	HARMONY CREEK	
<b>Registration Number:</b>	5036799	PIPERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

CH \$240.00 3840205

***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:** 602-382-6000  
**Email:** krigby@swlaw.com  
**Correspondent Name:** SNELL & WILMER L.L.P. (Main)  
**Address Line 1:** 400 EAST VAN BUREN  
**Address Line 2:** ONE ARIZONA CENTER  
**Address Line 4:** PHOENIX, ARIZONA 85004-2202

<b>NAME OF SUBMITTER:</b>	Eric Nielsen
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<b>SIGNATURE:</b>	/Eric Nielsen/
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<b>DATE SIGNED:</b>	08/16/2017
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**Total Attachments: 4**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is made the 1<sup>st</sup> day of June, 2017 (the "Effective Date") by FDFI HOLDINGS LIMITED, a corporation amalgamated under the laws of the Province of Ontario ("FDFI Holdings"), FREEZE-DRY FOODS LIMITED, a corporation amalgamated under the laws of the Province of Ontario ("FDFL"), EMERGE FOODS INC., a corporation incorporated under the laws of the Province of Ontario ("Emerge"), FREEZE-DRY FOODS INC., a Delaware corporation ("FDFI"), ALBION WEST HOLDINGS INC., a Delaware corporation ("Albion"), and FOOD INSURANCE, LLC, a Delaware limited liability Company ("Food Insurance", and together with FDFI Holdings, FDFL, Emerge, FDFI and Albion, the "Assignor"), and Freeze-Dry Foods LLC, a Wyoming limited liability company (the "Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of the date hereof between the Assignor and Assignee (the "Purchase Agreement"), the Assignor has agreed to assign and transfer to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property Assets (as that term is defined in the Purchase Agreement) as of the Effective Date. Capitalized terms used but not expressly defined within this Assignment are defined in the Purchase Agreement and shall have the same meanings herein;

NOW, THEREFORE, for good and valuable consideration (including as set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, convey, assign and transfer to Assignee Assignor's entire right, title and interest throughout the world in and to the Intellectual Property Assets together with the goodwill of the Business symbolized by such Intellectual Property Assets, with all rights and privileges granted and secured thereby, including the full right to sue and collect damages for past, present or future infringement of such Intellectual Property Assets.

2. The terms and covenants of this Assignment shall enure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

3. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment 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 Intellectual Property Assets to Assignee, or any assignee or successor thereto.

4. This Assignment may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the

same agreement. In the event any provision of this Assignment conflicts with any provision of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor executed this Assignment as of the date first written above.

**FREEZE-DRY FOODS LIMITED**

Per: *Karen Richardson*

Karen Richardson, President

**FDFI HOLDINGS LIMITED**

Per: *Karen Richardson*

Karen Richardson, President

**EMERGE FOODS INC.**

Per: *Karen Richardson*

Karen Richardson, President

**ALBION WEST HOLDINGS LIMITED**

Per: *Karen Richardson*

Karen Richardson, President

**FREEZE-DRY FOODS INC.**

Per: *Karen Richardson*

Karen Richardson, President

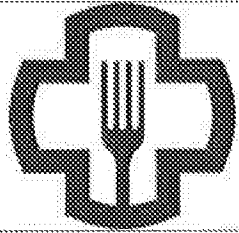



**FOOD INSURANCE, LLC**

Per: *Karen Richardson*

Karen Richardson, CEO

SECTION 4.11(a) – INTELLECTUAL PROPERTY ASSETS [

Trademark Registrations

Serial No.	Filing Date	Reg. No.	Reg. Date	Country	Status	Mark	Owner
77822109	9/8/2009	3840205	8/31/2010	USA	LIVE	FOODINSURANCE	FI
85420364	9/12/2011	4142095	5/15/2012	USA	LIVE	FOODINSURANCE	FI
85420442	9/12/2011	4138782	5/8/2012	USA	LIVE		FI
77607123	11/4/2008	3653868	7/14/2009	USA	LIVE	DAILY BREAD	FI
85420327	9/8/2011	4138771	5/8/2012	USA	LIVE	DAILY BREAD	FI
85420476	9/12/2011	4160412	6/19/2012	USA	LIVE		FI
86729478	8/19/2015	4950777	2/16/2016	USA	LIVE		FI
77771125	6/30/2009	4436713	11/19/2013	USA	LIVE	HARMONY CREEK	FDFI
85845896	2/11/2013	5036799	9/6/2016	USA	LIVE	PIPERS	FDFL
1613671	2/8/2013	TMA881358	7/7/2014	CAN	LIVE		FDFL

Domain names\*

Domain Name	TLD	ExpirationDate	Registrant
CAMPFIREMEALS.COM	.com	11/8/2017	FI
chatoutdoors.com	.com	2/19/2018	FI
DAILYBREAD.COM	.com	12/1/2018	FI
DAILYBREAD.NET	.net	12/21/2017	FI
DAILYBREADUS.COM	.com	10/26/2018	FI
elitebugoutbags.com	.com	2/10/2018	FI
EMERGENCYFOODBALLOUT.COM	.com	5/11/2018	FI