

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448482

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900420406 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Stephanie Lester | | 09/08/2017 | INDIVIDUAL: |
| RECEIVING PARTY DATA | | | |
| Name: | Paleo Products LLC | | |
| Street Address: | P.O. Box 6061 | | |
| City: | Providence | | |
| State/Country: | RHODE ISLAND | | |
| Postal Code: | 02940 | | |
| Entity Type: | Limited Liability Company: RHODE ISLAND | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4386233 | CAVEMAN COOKIES | |
| Serial Number: | 86279357 | CAVEMAN CRACKERS | |
| Serial Number: | 85052095 | CAVEMEN COOKIES | |
| Serial Number: | 77752212 | CAVEMEN COOKIES | |
| Serial Number: | 85045745 | CAVEMAN BAKERY | |
| 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: | 2015607556 | | |
| Email: | stephanielester@gmail.com | | |
| Correspondent Name: | Stephanie Lester | | |
| Address Line 1: | 45 Oliphant Avenue | | |
| Address Line 4: | Dobbs Ferry, NEW YORK 10522 | | |
| NAME OF SUBMITTER: | Stephanie Lester | | |
| SIGNATURE: | /Stephanie Lester/ | | |
| DATE SIGNED: | 10/25/2017 | | |
| Total Attachments: 7 | | | |

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Dear Paleonola LLC,

This will confirm our agreement with respect to our selling you the following assets (collectively the "Assets"):

1. Raw inventory as per Schedule A
2. Finished goods as per Schedule B
3. Good will, including customer list (current and former customers) as per Schedule C, and trade names and marks as per Schedule D
4. Intellectual property including business processes and recipes per schedule E, and logistical suppliers per schedule F

The purchase price for the Assets is as follows:

1. The purchase price for raw inventory and finished goods is as set forth on Schedules A and B respectively
2. The purchase price for good will is \$14,695.00.

The closing of the sale of the Assets shall take place as follows: On Wednesday June 14 2017, you shall wire to Warshaw Burstein LLP (WB) the purchase price for the Assets ("Proceeds"). WB shall hold the Proceeds in escrow pending our delivery to you of executed assignments assigning to you all right, title and interest in and to the Assets. Upon delivery to you of the assignments, we shall be authorized to instruct WB to release the Proceeds to us. If WB has not received such instructions from us within seven calendar days after its receipt of the Proceeds, it shall return the Proceeds to you.

The Assets are being assigned to you "AS IS."

All marks on Schedule D are subject to certain restrictions set out in that certain Settlement Agreement dated May 17, 2013 among Caveman Foods LLC, Stephanie Lester and Caveman Bakery LLC, a full copy of which has been provided to Dinos Stamoullis. Paleonola LLC agrees to be bound by the terms of the Agreement.

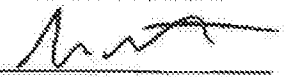
As part of this Agreement, you agree for a period of 4 years from the date hereof not to transfer any of the trade names, trademarks or logos listed on Schedule D ("Restricted

Assets") to Caveman Foods LLC, Chris Running, or to any of its or his affiliates which you are aware is an affiliate. Should you hereafter sell any of the Restricted Assets to a third party within the four year period you agree to obtain an equivalent undertaking from such party, with Stephanie Lester being designated as third party beneficiary of such undertaking. After the four year period any of the trade names, trademarks or logos listed on Schedule D are free and clear from the restrictions in this paragraph and are property of the buyer of this transaction.

If you are in accord with the foregoing terms, please countersign and return a copy of this letter agreement, whereupon this letter agreement will be binding on each of us. This letter agreement shall be governed by New York law.

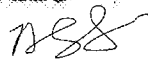
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Caveman Bakery LLC

By: 
Stephanie Lester,
President Caveman Bakery

Agreed:

Paleonola LLC

By: 
Dinos Stamoulis,
President Paleonola LLC



Warsaw Burstein LLP, as escrow agent

ASSIGNMENT

ASSIGNMENT dated June 14, 2017, by Caveman Bakery, LLC ("Assignor") in favor of Paleonola LLC ("Assignee").

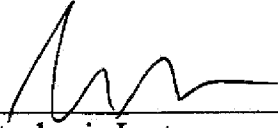
WHEREAS, pursuant to an Agreement dated June 14, 2017 between Assignor and Assignee, Assignor has agreed to assign to Assignee those assets listed on Schedules A, B, C, E, and F annexed hereto (collectively, the "Assigned Assets").

NOW THEREFORE, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest in and to all of the Assigned Assets, to have and to hold the Assigned Assets unto Assignee and its legal representatives, successors and permitted assigns to and for its own use and benefit forever from the date hereof. The Assigned Assets are assigned and delivered "AS IS, WHERE IS", and the Assignee shall have no recourse whatsoever against the Assignor for the condition or value of the Assigned Assets.

This Assignment, and all matters arising out of or relating in any way whatsoever Agreement, shall at all times be construed and governed by the laws of the State of New York..

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of the date first written above.

Caveman Bakery, LLC

By: 
Name: Stephanie Lester
Title: President

ASSIGNMENT

ASSIGNMENT dated June 14, 2017, by Stephanie Lester ("Assignor") in favor of Paleonola LLC ("Assignee").

WHEREAS, pursuant to an Agreement dated June 14, 2017 between Assignor and Assignee, Assignor has agreed to assign to Assignee those assets listed on Schedule D annexed hereto (collectively, the "Assigned Assets").

NOW THEREFORE, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest in and to all of the Assigned Assets, to have and to hold the Assigned Assets unto Assignee and its legal representatives, successors and permitted assigns to and for its own use and benefit forever from the date hereof. The Assigned Assets are assigned and delivered "AS IS, WHERE IS", and the Assignee shall have no recourse whatsoever against the Assignor for the condition or value of the Assigned Assets.

This Assignment, and all matters arising out of or relating in any way whatsoever Agreement, shall at all times be construed and governed by the laws of the State of New York..

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of the date first written above.

By: 
Stephanie Lester

SCHEDULE D - Trade Names/Marks*

| <u>Business Name</u> | <u>Domain Names</u> |
|----------------------|--|
| Caveman Bakery | cavemancookies.com cavemanbakery.com cavemancracker.com cavemancookie.com cavemanbrownie.com cavemanbrownies.com cavemancrackers.com cavemanbakeshop.com cavemanbakehouse.com cavemencookies.com cavemancookies.net cavegirlcookies.com cavewomancookies.com cavemantreats.com cavemanbars.com cavemansweets.com cavemannuts.com |

*Costs associated with legal transfer of mark ownership will be covered by

USPTO Marks

Cavemen Cookies (word mark): Registration number 3900666

Caveman Cookies (word mark): Registration number 4386233

CAVEMAN CRACKERS – Intent to Use. Serial Number 86-279,357

buyer

Logo

