

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446056

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of entire interest and goodwill (Resubmission of Document ID 900419417)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Craft3 Capital Corporation		08/22/2017	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Glutenfreeda Flagship, LLC
Street Address:	6455 South Yosemite Street, No. 140
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85628410	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS
Serial Number:	77790675	GLUTENFREEDA
Serial Number:	77790685	GLUTENFREEDA
Serial Number:	78870408	GLUTENFREEDA
Serial Number:	85628127	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHA

CORRESPONDENCE DATA

Fax Number: 8669471121

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: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	38726-48
NAME OF SUBMITTER:	Kristen Mollnow Walsh
SIGNATURE:	/kristenmollnowwalsh/
DATE SIGNED:	10/05/2017

Total Attachments: 10

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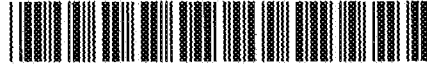
UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 28, 2017

PTAS

KRISTEN M. WALSH, NIXON PEABODY LLP
1300 CLINTON SQUARE
ROCHESTER, NY 14604



900419417

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. If multiple documents or transactions are submitted for recording, each document or transaction must be accompanied by a separate, completed recordation cover sheet. The documents or transactions submitted require 2 cover sheet(s).
2. Each assignment document must have it's own cover sheet. The nature of conveyance will only be selected as an assignment. or assignment through private sale.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, October 30, 2017**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

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Document ID: 900419417
Access Code: 4GOOH6PYX0X6EN2

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MAURICE CARTER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

703-756-1293

Walsh, Kristen Mollnow

From: Burke, Mary
Sent: Friday, September 29, 2017 2:03 PM
To: Walsh, Kristen Mollnow
Subject: FW: Glutenfreeda - Assignment Notice of Non-Recordation (WUID: 900419417)
Attachments: Notice.pdf; CoverSheet.tif

-----Original Message-----

From: PTAS [<mailto:ptas@uspto.gov>]
Sent: Thursday, September 28, 2017 5:27 PM
To: NY Trademarks
Subject: Assignment Notice of Non-Recordation (WUID: 900419417)

Please find attached the Notice of Non-Recordation and the corresponding TIFF image of the first page of the coversheet submitted to the Assignment Recordation Branch.

WUID: 900419417
DOCKET NUMBER: 038726-48
FIRST ASSIGNEE: Glutenfreeda Flagship, LLC
SOURCE: PTAS

PLEASE NOTE: This is an unmonitored email address. In the event you need to contact the Assignment Recordation Branch, please email assign@uspto.gov or call (571) 272-3350.

The United States Patent and Trademark Office
Mail Stop: Assignment Recordation Branch
PO Box 1450
Alexandria, VA 22313

This message contains information that may be confidential and privileged. Unless you are the addressee (or authorized to receive mail for the addressee), you should not use, copy or disclose to anyone this message or any information contained in this message. If you have received this message in error, please advise the Assignment Recordation Branch by e-mail and delete this message. Thank you for your cooperation.



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment through private disposition from Glutenfreeda Foods, Inc. to Craft3 Capital Corporation, and further assignment to Glutenfreeda Flagship, LLC		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glutenfreeda Foods, Inc.		08/22/2017	Corporation: WASHINGTON
Craft3 Capital Corporation		08/22/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Glutenfreeda Flagship, LLC		
Street Address:	6455 South Yosemite Street, No. 140		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85628410	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS	
Serial Number:	77790675	GLUTENFREEDA	
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Serial Number:	78870408	GLUTENFREEDA	
Serial Number:	85628127	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHA	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
Phone:	5852631065		
Email:	nylm@nixonpeabody.com		
<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>			
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	038726-48		
NAME OF SUBMITTER:	Colleen M. Raimond		
Signature:	/Colleen M. Raimond/		
Date:	08/30/2017		
Total Attachments: 7			
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RECEIPT INFORMATION			
ETAS ID:	TM441389		
Receipt Date:	08/30/2017		
Fee Amount:	\$140		

[Return to ETAS home page](#)

<https://fees.uspto.gov/pay/>

TRADEMARK
REEL: 006174 FRAME: 0822

8/30/2017

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), is made as of August 22, 2017, by CRAFT3 CAPITAL CORPORATION, a Washington corporation having a place of business at 409 Maynard Avenue South, Suite 200, Seattle, Washington 98104 (the "Assignor"), in favor of GLUTENFREEDA FLAGSHIP, LLC, a Delaware limited liability company, with an office located at 6455 South Yosemite Street, No. 140, Greenwood Village, Colorado 80111 (the "Assignee").

Preliminary Statements:

A. Pursuant to the provisions of a certain Commercial Security Agreement, dated June 17, 2015 (the "Security Agreement"), by and between Glutenfreeda Foods, Inc., a Washington corporation (the "Company") and the Assignor, and by virtue of a certain UCC-1 Financing Statement naming the Company as debtor and the Assignor as secured party, which was filed on June 30, 2015, with the Washington Secretary of State as Instrument No. 2015-181-3779-4 (the "Financing Statement"), the Company has granted to the Assignor a perfected security interest in substantially all of the assets of the Company (including all of the Purchased Assets (as defined in the Purchase Agreement (as defined below)), all to secure the full and complete payment by the Company to the Assignor of all of the indebtedness evidenced by a certain promissory note dated June 17, 2015 (as amended from time to time, the "Note") from the Company made payable to the Assignor in the original principal amount of \$1,750,000 (the Note, the Security Agreement and the Financing Statement are hereinafter sometimes referred to collectively as the "Financing Documents"); and

B. One or more events of default have occurred and are now continuing under the Financing Documents; and

C. As a result of the occurrence and continuance of these events of default, and by a written notice, dated August 18, 2017, from the Assignor to the Company, the Assignor has declared all unpaid principal under the Note, together with all accrued and unpaid interest thereon and other unpaid sums, to be immediately due and payable in full, and as a result thereof, all unpaid principal under the Note, together with all accrued and unpaid interest thereon and other unpaid sums, is now immediately due and payable in full; and

D. In accordance with the applicable provisions of the Security Agreement and Section 62A.9A-610 of the Revised Code of Washington ("RCW"), and exercising its rights as a secured party, the Assignor has agreed to sell to the Assignee and the Assignee has agreed to purchase from the Assignor, on the date hereof, all of the Purchased Assets (as defined therein) (including, without limitation, all of the registered trademarks of the Company set forth on Schedule A hereto (the "Assigned Trademarks")) all at a "private disposition" (within the meaning of RCW Section 62A.9A-610) (hereinafter referred to as the "Private Disposition"), and subject to the terms and conditions set forth in that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), by and between the Assignor and the Assignee; and

E. The Company, by signing below, has consented to (i) the assignment of the

Assigned Trademarks through the Private Disposition by the Company to the Assignor, and (ii) a further assignment of the Assigned Trademarks pursuant to this Assignment by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment. Effective as of the date hereof, the Assignor hereby transfers, assigns, conveys and delivers to the Assignee and the Assignee accepts all right, title and interest of the Assignor in and to the Assigned Trademarks, including any and all associated: (a) goodwill symbolized thereby; (b) rights to renew any registrations included in the Assigned Trademarks and to apply for trademark registrations based in whole or in part upon the Assigned Trademarks (including the right to claim priority therefrom); (c) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (d) rights to assign the rights conveyed herein; all of the foregoing (in (a) to (d)) to be held and enjoyed by the Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

2. Miscellaneous.

2.1 Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of the Assignor and the Assignee.

2.2 Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

2.3 Further Assurances. From time to time following the date hereof, at the sole expense of the Assignee, the Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as the Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

2.4 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Washington (without regard to principles of conflicts of law).

[Signature page follows.]

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

ASSIGNOR:

CRAFT3 CAPITAL CORPORATION
acting as a secured party

By: Rosalene H. Monteth
Name: Rosalene H. Monteth
Title: Chief Lead and Credit Officer

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED BY THE UNDERSIGNED:**

ASSIGNEE:

GLUTENFREEDA FLAGSHIP, LLC

By: _____
Name:
Title:

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED AND CONSENTED TO BY THE UNDERSIGNED:**

GLUTENFREEDA FOODS, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

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

ASSIGNOR:

CRAFT3 CAPITAL CORPORATION
acting as a secured party

By: _____

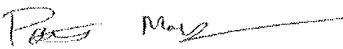
Name:

Title:

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED BY THE UNDERSIGNED:**

ASSIGNEE:

GLUTENFREEDA FLAGSHIP, LLC

By:  _____

Name: Patrick Moulder

Title: Chief Financial Officer

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED AND CONSENTED TO BY THE UNDERSIGNED:**

GLUTENFREEDA FOODS, INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

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

ASSIGNOR:

CRAFT3 CAPITAL CORPORATION
acting as a secured party

By: _____

Name:

Title:

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED BY THE UNDERSIGNED:**

ASSIGNEE:

GLUTENFREEDA FLAGSHIP, LLC


By: _____

Name:

Title:

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED AND CONSENTED TO BY THE UNDERSIGNED:**

GLUTENFREEDA FOODS, INC.

By: 
Name: JUSTIN E. STAFFORD
Title: CEO

SECURITY AGREEMENT (TRADEMARKS)

by and between

GLUTENFREEDA FOODS, INC.
(the "Borrower")


and


CRAFT3 CAPITAL CORPORATION
(the "Lender")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

Mark	Serial No. / Filing Date	Reg. No / Reg. Date	Owner
GLUTEN FREE GLUTENFREEDA CERTIFIED LESS THAN 5 PPM 100% DEDICATED FACILITY (and Design):	85/628410 05/17/2012	4385235 08/13/2013	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
			
GLUTENFREEDA	77/790675 07/27/2009	3871302 11/02/2010	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233

Mark	Serial No. / Filing Date	Reg. No / Reg. Date	Owner
GLUTENFREEDA (and Design): 	77/790685 07/27/2009	3871303 11/02/2010	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
GLUTENFREEDA	78/870408 04/26/2006	3378634 02/05/2008	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
WE MAKE GLUTEN- FREE DELICIOUS...IT'S WHAT WE DO	85/628127 05/17/2012	4254079 12/04/2012	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233