

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448715

<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>
Culinary Enlightenment, LLC		09/21/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evan Scher		
<b>Street Address:</b>	3301 Exposition Blvd		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4711347	BEACH BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157012273		
<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>			
<b>Phone:</b>	215-665-7273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	Cozen O'Connor		
<b>Address Line 2:</b>	1650 Market Street, Suite 2800		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Camille M. Miller		
<b>SIGNATURE:</b>	/Camille M. Miller/		
<b>DATE SIGNED:</b>	10/26/2017		
<b>Total Attachments: 6</b>			
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## TRADEMARK AND COPYRIGHT ASSIGNMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT ("Assignment") is by and between Culinary Enlightenment, LLC, a California limited liability company with an address at 281 Argonne Ave Long Beach CA 90803 ("Assignor") and Evan Scher, an individual with an address at c/o 3304 Exposition Blvd, Santa Monica, CA 90404 ("Assignee") and is entered into as of September 15, 2017 (the "Effective Date"). Assignor and Assignee are referred to herein as the "Parties" and, each, a "Party".

### Recitals

WHEREAS, Assignor is the owner of all right, title and interest, including all intellectual property rights (including copyrights and trademark/service mark rights and all goodwill symbolized thereby), in and to the trademark and works of authorship described in Appendix A (referred to herein as the "Trademark and Works") and Assignor has agreed to sell, transfer and convey all rights, title and interest in and to the Trademark and Works to Assignee, subject to the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all rights, title and interest in and to the Trademark and Works including, but not limited to,
  - a. all intellectual property rights, including trademark/service mark rights and copyrights, therein, and all goodwill associated with the foregoing or symbolized thereby, whether registered, unregistered, or arising by any applicable law of any jurisdiction throughout the world;
  - b. any and all applications for registration of such copyrights or trademarks or service marks, registrations, extensions and renewals therefor and any related proprietary rights, interests and protections; and
  - c. any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing, including the right to sue for and recover all profits and damages recoverable for the past, present and/or future infringement or misappropriation of said Trademark and Works and the right to file, maintain and secure copyright, trademark and service mark applications and registration(s) in Assignee's name as claimant and maintain and secure registrations, renewals, reissues, and extensions of any such copyrights or trademarks and service marks in the United States of America or any other country;

such Trademark and Works to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Moral Rights Waiver. Assignor hereby agrees never to assert against Assignee or any Assignee Indemnified Party (defined below) any Moral Rights that may exist anywhere in

the world in and to or relating to the works of authorship described in Appendix A, together with all claims for damages and other remedies asserted on the basis of such Moral Rights. "Moral Rights" means all rights of paternity, integrity, disclosure and withdrawal and other rights that may be known as moral rights or *droits moraux*, including, but not limited to those rights set forth in 17 U.S.C. § 106(A), in and to or associated with the works of authorship described in Appendix A existing anywhere in the world.

3. Payment. Assignee agrees to pay to Assignor the sum of Ten Thousand Dollars (USD \$10,000.00) no later than ten (10) business days after the date of complete execution of this Assignment, such payment to be made pursuant to a method to be mutually and reasonably agreed upon by the Parties.

4. Future Copyright Applications/Registration. Assignee, in its sole discretion, shall determine whether copyrights, trademarks or service marks in the Trademark and Works shall be preserved and maintained or registered in the United States of America or any other country. Assignee shall have no obligation to attribute the works of authorship described in Appendix A or any derivatives thereof as having been created by Assignor.

5. Further Assurances. Assignor agrees to execute any documents and take all commercially reasonable measures that may be necessary to perfect Assignee's ownership of or to protect and maintain the Assignee's rights in and to the Trademark and Works, including any intellectual property rights therein and registrations thereof, without further compensation by Assignee, except that Assignee will reimburse the Assignor for Assignor's reasonable out-of-pocket expenses necessarily incurred in connection therewith.

6. Representations and Warranties. Assignor represents and warrants that
- a. it owns all rights, title and interest in and to the Trademark and Works including, but not limited to all intellectual property rights in and to the Trademark and Works, free and clear of all liens, security interests and other encumbrances;
  - b. no other person or entity owns or has been licensed (exclusively or non-exclusively) or granted any rights in and to the Trademark and Works;
  - c. the Trademark and Works do not infringe upon, misappropriate or violate the rights, including intellectual property rights, of any person or entity;
  - d. to Assignor's knowledge, no person or entity has infringed, misappropriated or otherwise violated or is infringing, misappropriating or otherwise violating, any rights in and to the Trademark and Works; and
  - e. Assignor has not created any other works of authorship, logos, designs or graphics substantially similar to or derivative of the works of authorship described in Appendix A or otherwise utilizing or incorporating such works.

7. **Indemnification.** Assignor hereby agrees to indemnify, defend and hold harmless Assignee and Assignee's parents, subsidiaries, affiliates, successors and assigns, and its and their respective employees, directors, officers, executives, agents, representatives, contractors (including licensees) and members (each an "Assignee Indemnified Party"), from and against any and all losses, liabilities, causes, claims, judgments, settlements, damages, costs and expenses (including attorney's fees and costs) arising from or under or relating to any claim or assertion by any person or entity that the Trademark and Works (in whole or in part) infringe upon, misappropriate or otherwise violate the rights, including intellectual property rights, of any person or entity. Notwithstanding anything in this Section 7, Assignor, in fulfilling its indemnification obligations hereunder, may not enter into any settlement or other agreement on behalf of Assignee or any Assignee Indemnified Party without, respectively, Assignee's or such Assignee Indemnified Party's prior written consent.

8. **Confirmation.** Assignor confirms that by this instrument Assignee and its successors and assigns shall own the entire right, title, and interest in and to the Trademark and Works, including as applicable the right to reproduce; to prepare derivative works based thereupon (including the right to freely modify the works of authorship described in Appendix A); to distribute by sale, rental, lease, or lending, or by other transfer of ownership; to perform publicly; and to display the works of authorship described in Appendix A.

9. **Entire Agreement.** This Assignment constitutes the sole and entire agreement of the Parties with respect to the subject matter herein and supersedes all contemporaneous and prior understandings and agreements, written and oral, with respect to such subject matter.

10. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

11. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail in .pdf format has the same effect as delivery of an executed original of this Agreement.

12. **Severability.** If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. If it is determined that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Assignment to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. **Governing Law and Venue.** This Assignment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Assignment, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of California, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of

California. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Assignment and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than the U.S. District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles County, California, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the U.S. District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles County, California. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

The rest of this page is intentionally left blank; the signature page follows.

IN WITNESS WHEREOF, the Parties, by their duly authorized executives, as appropriate, have executed and delivered this Assignment as of the dates set forth below:

**Assignor:**

**Culinary Enlightenment, LLC**

DATE: 9/21/17

By: *Lauren Squier*  
Print Name: Lauren Squier  
Title: Manager/owner

**Assignee:**

**Evan Scher**

DATE: 10/16/17

By: *Evan Scher*  
Print Name: EYAN SCHER

**Appendix A – Trademark and Works**

The term "Trademark and Works" shall mean the trademark and designs or images below in any medium (print, electronic or otherwise) and in any size or resolution and in any combination of colors, all goodwill symbolized thereby or associated therewith, and all materials created or developed by or on behalf of Assignor in creating or developing the below design or image (including any drawings, sketches and planning materials therefore):

**TRADEMARK**

**Word Mark** BEACH BAR  
**Goods and Services** IC 029. US 046. G & S: Fruit and nut based snack bars; fruit-based snack bars; nut-based snack bars. FIRST USE: 20140902. FIRST USE IN COMMERCE: 20140902  
**Serial Number** 86346242  
**Filing Date** July 23, 2014  
**Registration Number** 4711347  
**Registration Date** March 31, 2015  
**Owner** (REGISTRANT) Culinary Enlightenment, LLC LIMITED LIABILITY COMPANY CALIFORNIA 281 Argonne Ave. Long Beach CALIFORNIA 90803

**WORKS OF AUTHORSHIP**

