

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stackd Holdings, Inc.		10/24/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Maestro Food Co.		
Doing Business As:	Tovala		
Street Address:	400 N. Racine Ave. Unit 109		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60642		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5109379	RADISH	
Registration Number:	5109378	RADISH	
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>			
Email:	rravitzka@gunder.com		
Correspondent Name:	Remy Ravitzka		
Address Line 1:	220 West 42nd Street		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Remy C. Ravitzka		
SIGNATURE:	/rcr/		
DATE SIGNED:	11/08/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”) is entered as of October 24, 2017 (“**Effective Date**”), by and between Stackd Holdings, Inc., a Delaware corporation (“**Assignor**”), and Maestro Food Co. (d/b/a Tovala) (“**Assignee**”). Assignor and Assignee are parties to a certain Asset Assignment Agreement dated as of October 20, 2017 (“**Asset Assignment Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Assignment Agreement.

WHEREAS, pursuant to the Asset Assignment Agreement, Assignor agreed to assign, transfer and convey to Assignee, exclusively throughout the world, all of Assignor’s right, title and interest in and to all of the trademarks that are part of the Assets, including but not limited to the trademarks identified on Schedule A attached hereto (collectively, “**Marks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, exclusively throughout the world, all rights, title and interests in and to the Marks, together with the goodwill of the business symbolized by the Marks, including all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future infringement or dilution of or damage or injury to the Mark or such associated goodwill.
2. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. This Assignment may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument.
5. Note that trademarks are held under the company name Stackd Inc. Assignor changed company name from Stackd Inc. to Stackd Holdings, Inc. on May 15th, 2017.

6.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: Stackd Holdings, Inc.

BY:

TITLE:



Signature

ASSIGNEE: Maestro Food Co. (d/b/a Tovala)

BY:

TITLE:



Signature

SCHEDULE A

TRADEMARKS

Trademark	Classes	Reg. No.	Reg. Date
RADISH	Service Mark – Class 39	5109379	Dec. 27, 2016
RADISH	Trademark – Class 9	5109378	Dec. 27, 2016
RADISH	Trademark – S-043	107992	Apr. 01, 2015