

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Love You Foods LLC		11/15/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Love You Foods LLC		
Street Address:	1452 Industry Drive		
City:	Burlington		
State/Country:	NORTH CAROLINA		
Postal Code:	27215		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4983020	FBOMB	
Registration Number:	4983018	FBOMB	
Registration Number:	4983021	FAT IS SMART FUEL	
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:	516-880-8379		
Email:	cspierer@harrisbeach.com		
Correspondent Name:	Craig M. Spierer, Esq.		
Address Line 1:	333 Earle Ovington Boulevard		
Address Line 2:	Suite 901		
Address Line 4:	Uniondale, NEW YORK 11553		
ATTORNEY DOCKET NUMBER:	29236 - CMS		
NAME OF SUBMITTER:	Craig M. Spierer		
SIGNATURE:	/Craig Spierer/		
DATE SIGNED:	11/20/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Trademark Assignment") is entered into as of ~~October~~ ^{November} 15, 2017, by and among **Love You Foods LLC** ("LYF of AZ"), an Arizona limited liability company, and **Love You Foods LLC** ("LYF of NC") a North Carolina limited liability company.

WHEREAS, LYF of AZ desires execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, the parties agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LYF of AZ here irrevocably conveys, transfers, and assigns to LYF of NC and LYF of NC hereby accepts, all of LYF of AZ's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks.

- (a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of LYF of AZ accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions**. LYF of AZ hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by LYF of NC. Following the date hereof, upon LYF of NC's reasonable request, and at LYF of NC's sole cost and expense, LYF of AZ shall take such steps and actions, and provide such cooperation and assistance to LYF of NC 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 or desirable to effect, evidence or perfect the assignment of the Assigned Trademarks to LYF of NC, or any assignee or successor thereto.

3. **Counterparts**. This Trademark 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. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

5. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[Signature page(s) to follow.]

IN WITNESS WHEREOF, each party hereto has executed or caused this Trademark Assignment Agreement to be executed in its name by an authorized officer on the day and year first above written.

LOVE YOU FOODS LLC,
an Arizona limited liability company

By: *Michael Hockenberry*
Name: Michael Hockenberry
Title: Chief Executive Officer

LOVE YOU FOODS LLC,
a North Carolina limited liability company


By: *Michael Hockenberry*
Name: Michael Hockenberry
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006211 FRAME: 0810

SCHEDULE 1

TRADE MARKS

Mark	Territory	Serial Number	Date Filed	Status	Registration Number	Entity with Whom Mark is Filed
FBomb Design 	US	86805956	Nov. 1, 2015	Registered	4983020 (June 21, 2016)	USPTO
Fbomb	US	86805945	Nov. 1, 2015	Registered	4983018 (June 21, 2016)	USPTO
Fat Is Smart Fuel	US	86805958	Nov. 1, 2015	Registered	4983021 (June 21, 2016)	USPTO