

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453743

<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>
Dare Deli Incorporated		12/29/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dare Foods Incorporated		
<b>Street Address:</b>	2481 Kingsway Drive		
<b>City:</b>	Kitchener, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N2C 1A6		
<b>Entity Type:</b>	Corporation: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3972819	RAINCOAST CRISPS	
<b>Serial Number:</b>	85295039	RAINCOAST COOKIES	
<b>Serial Number:</b>	77940483	RAINCOAST DIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063813301		
<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>	2063813300		
<b>Email:</b>	Lowe@LoweGrahamJones.com		
<b>Correspondent Name:</b>	David A Lowe		
<b>Address Line 1:</b>	701 Fifth Avenue		
<b>Address Line 2:</b>	Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>ATTORNEY DOCKET NUMBER:</b>	STOW-5-1000		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	David A Lowe		
<b>Address Line 1:</b>	701 Fifth Avenue		
<b>Address Line 2:</b>	Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		

OP \$90.00 3972819

<b>NAME OF SUBMITTER:</b>	David A Lowe
<b>SIGNATURE:</b>	/David A Lowe/
<b>DATE SIGNED:</b>	12/07/2017
<b>Total Attachments: 3</b> source=STOW-2-1006ASGN DDI-DFIx#page1.tif source=STOW-2-1006ASGN DDI-DFIx#page2.tif source=STOW-2-1006ASGN DDI-DFIx#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of December 29, 2014, is given by DARE DELI INCORPORATED, a Delaware corporation with a mailing address at 2481 Kingsway Drive, Kitchener, ON N2C 1A6 ("Assignor"), in favor of DARE FOODS INCORPORATED, a South Carolina corporation with a mailing address at 2481 Kingsway Drive, Kitchener, ON N2C 1A6 ("Assignee").

WHEREAS, pursuant to the terms and conditions of a certain Asset Purchase Agreement, dated as of December 29, 2014 (the "Asset Purchase Agreement"), by and between Assignor and Assignee, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's rights, title and interest in and to all of Assignor's registered and unregistered trademarks, trademark applications, trade names and service marks, including without limitation those set forth on Schedule A hereto, and all goodwill associated therewith (the "Trademarks");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Asset Purchase Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, including without limitation, the right to sue and collect damages for past, present and future infringement thereof.

2. This Assignment is further documentation of the assignments, transfers and conveyances of the Trademarks contemplated by the Asset Purchase Agreement, and is subject to all of the terms, provisions, representations, warranties and conditions thereof. To the extent that any term or condition of this Assignment conflicts with any term or condition of the Asset Purchase Agreement, such term and/or condition of this Assignment shall be deemed amended so as to be consistent with the terms and conditions of the Asset Purchase Agreement.

3. From time to time after the date hereof, Assignor agrees to execute all further documents and to take all necessary actions to effect the assignment, transfer and conveyance of all rights in the Trademarks to Assignee.

4. This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same Assignment. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature page follows.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer effective as of the date first set forth above.

DARE DELI INCORPORATED

By:   
Name: Ingrid Bett  
Title: Secretary/Treasurer

Schedule A

U.S. TRADE MARK REGISTRATIONS:

Mark	Registration No.
RAINCOAST CRISPS	3,972,819

U.S. TRADE MARK APPLICATIONS:

Mark	Application No.
RAINCOAST COOKIES	85/295,039
RAINCOAST DIP	77,940,483

REGISTRATION NO. 12/07/2017