

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chop Foods LLC		05/22/2015	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Nogluteninc.		
Street Address:	1355 ROCK MOUNTAIN BLVD		
City:	Stone Mountain		
State/Country:	GEORGIA		
Postal Code:	30083		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4969187	BLUE ANT MEDIA	
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:	404 508 6222		
Email:	xavier@nogluteninc.com		
Correspondent Name:	Xavier De Goursac		
Address Line 1:	1355 ROCK MOUNTAIN BLVD		
Address Line 4:	Stone Mountain, GEORGIA 30083		
NAME OF SUBMITTER:	Xavier de Goursac		
SIGNATURE:	/xavier de Goursac/		
DATE SIGNED:	02/22/2018		
Total Attachments: 10			
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**CONTRACT FOR SALE OF
CHOP FOODS, LLC.**

The parties, ANGELA NEALE. (hereinafter "Seller") a resident of Georgia desires and seeks to sell the business known as

CHOP FOODS, LLC.
4760 Hammermill Road, Suite 202,
Tucker, Georgia 30084
DeKalb County

, Georgia (hereinafter, "the Business") to NO GLUTEN, INC. (hereinafter "Buyer"), hereby agree and enter into this contract.

WITNESSETH:

WHEREAS the business, currently owned and operated by Seller, Seller hereby agrees to sell, transfer, convey and assign to Buyer the Business stated above and all fixtures and inventory appurtenant thereto, name, trade names and good will and Buyer agrees to buy,

THEREFORE, in consideration of the mutual covenants and agreements herein stated the parties agree as follows:

1. SALE OF BUSINESS

This is a contract for the sale of the Business owned by Seller for all business assets, equipment, inventory, stock-in-trade, trade name good will, and fixtures and all other assets located in and at the above cited location from the Seller to the Buyer. Seller agrees to sell, transfer, convey and assign and Buyer agrees to purchase the afore listed Business in its entirety, with the exception of certain intellectual property as stated below, in the form and format in existence at the time of this agreement. A complete list of the equipment to be included shall be appended hereto and incorporated by reference as a part of this agreement. (See exhibit "A") Seller shall deliver to Buyer all interest and title and all rights to same.

Seller agrees to sell and Buyer agrees to purchase the afore listed business including but not limited to all inventory, merchandise, fixtures, stock-in-trade, the trade name ("Simply Chopped"), good will, shares, vendor lists, guest lists, sales documentation, ledgers, good will and all equipment as shown on the equipment list attached hereto and incorporated herein by reference, and Seller shall deliver to Buyer all interest and title and all rights to same. Seller shall retain the rights to the intellectual property related to any use of her image and her biographical presentation and shall, at her sole discretion, allow the same to be used as stated herein.

2. PURCHASE PRICE

The purchase price as agreed between Buyer and Seller is an initial payment of \$5,000.00 to be tendered at closing as distributed among all inventory, merchandise, fixtures, stock-in-trade, trade name, shares, vendor lists, guest lists, sales documentation, ledgers, website domains and social media accounts, good will and all equipment on the premises at the time of this agreement. Additionally, Buyer shall pay to Seller 36 monthly installments as the remainder of the purchase price in an amount equal to 5% of the net proceeds as calculated from the invoicing on a monthly basis. Net proceeds shall include current products and subsequently developed products for sale under the names and trade names herein included.

The parties shall keep accurate records regarding products and items manufactured, shipped and sold under the names as listed above during the three year payment term, and shall maintain them for no less than five (5) years after the conclusion of the payment term. Said records may, from time to time, be reviewed by the other party pursuant to reasonable notice and provided that such review is not done for any purpose other than a good faith business reason. To

the extent that the taxing authorities require documentation from the other, the parties shall comply, pursuant to reasonable notice, with the requests to review transaction records.

There are no outstanding accounts receivable, contracts, executory contracts, liabilities, and accounts payable to be apportioned and valued herein.

3. SELLER RETAINED INTELLECTUAL PROPERTY

Seller shall retain all custody and control of any and all images of herself used for marketing the business and products of Chop Food, LLC. Additionally, Seller shall retain control of the content of any and all biographical information (A.K.A. "Her Story") used in marketing the products, name and trade names under Chop Food, LLC. During the payment term, Seller shall grant a limited license to Buyer to use said images and biographical material for marketing the products of Chop Foods, LLC. Such limited license includes the posting of the stated intellectual property in publications, on line and all other visual advertising medium. Seller shall have the right to review all such material prior to publication to a third party.

Upon the completion of the payment term, Seller shall have the right to extend, by written agreement, any or none of the rights of licensure for the said intellectual property.

4. TRAINING AND ASSISTANCE

Seller shall, during the three-year payment term, provide training and assistance to the Buyer in the general operation of the business. Seller shall provide this training service pursuant to the regular schedule normally held by Seller and shall include but shall not be limited to inventory ordering, vendor payments, billings, preparation of inventory if required, staff and employee maintenance, electronic communications, social media marketing, sales generation, product development, and any other aspect of the business known to Sellers. Any new products and recipes developed during this term shall be considered proprietary to the business and shall belong to the business upon the completion of the payment term and any obligation of training under this provision.

5. WARRANTY OF EQUIPMENT AND FIXTURES

Seller warrants that all equipment and fixtures are in good working order and fit for the purpose designed for the continued conduct of business as of the closing date of this agreement. Said equipment and fixtures have not been serviced for repair, and no fixtures added within the past three months prior to sale except as noted herein. Buyer may relocate said equipment and fixtures to another location similarly suited to the operation of the business, Chop Foods, LLC.

6. RENTS TAXES AND LIENS

Seller shall be liable for all taxes, federal, state, county and municipal, sales and withholding and all licensing fees incurred by the operation or ownership of the business prior to the closing date and transfer to the Buyer. Seller shall be responsible for filing all such final tax returns and reports as are required by law. Seller shall indemnify Buyer and hold Buyer harmless for any losses occasioned by any sustained demands, assessments, or levies filed against the business by any revenue collection authority for those debts incurred up to the transfer and closing.

And in like manner as the taxes stated above, Seller shall be obligated on its portion of the pro-rata rents due under any lease in effect prior to the closing as agreed and listed on a separate addendum to this covenant which is hereby incorporated by reference. Seller shall maintain control of the current lease on the intent of Buyer relocate the business to the Buyer's location of its current operation. Seller shall solely responsible for the balance of the lease premises and Buyer and the Business shall have no further obligation on the location occupied by Seller through the date of this agreement. It is acknowledged that the Buyer intends to relocate the business operation to a similarly suitable premises.

7. UTILITIES

Seller shall be liable for the utilities, which includes but is not limited to, natural gas, electric power, phone, water and sanitation up to the time of transfer and closing.

8. MEMBERSHIP SHARES

As a part of this sale agreement, Seller agrees to sell, devise and transfer to Buyer all membership shares currently owned by Seller in the Business, which entity type is a Limited Liability Company created pursuant to the Georgia, Title 14, Chapter 11 with all rights and privileges appurtenant thereto. Seller shall have no claim of profit or value in the Corporation following the execution of this agreement.

Further, Seller agrees to waive and forfeit any and all claims to any and all of the assets of the Business, including, but not limited to any asset in personality currently, previously, or hereafter owned or acquired by the Business, any interest in land or real property currently, previously, or hereafter owned or acquired by the Business, any interest in the improvements to real property currently, previously, or hereafter owned or acquired by the Business, and any interest in any executory contract, lease hold, futures, options or other unperfected asset of any type or description held by the Corporation for any reason regardless of length of time the asset has been held.

9. SELLER WARRANTIES

Seller hereby warrants, represents and promises with full knowledge and intent that the Buyer will and should rely on said representations, promises and warranties as of MAY 31, 2015 as follows:

- a) The Seller is vested with the authority to carry on the Business in which the Seller is engaged, and has the authority to transfer that Business to the Buyer;
- b) That the sale of the Business is free from encumbrances and the sale, transfer, and conveyance is not a violation of any other agreement;
- c) Seller is the sole owner of said Business, and no other person, company or entity has any other ownership or security interest in the business;
- d) Seller is the sole owner of the fixtures, equipment and inventory except as noted herein and that Buyer will be granted full and complete title to the same being subject to no other security interests, liens, or priority interest of any kind;
- e) Seller has no liens, mortgages, judgments, taxes liens, purchase money loans, or any other encumbrances against it which affecting the title of either the tangible property, trade name, business assets, good will inventory or any other aspect of the business;
- f) Seller has no litigation, enforcement, condemnation, administrative or any other proceedings pending against Seller against or relating to the Business or the business assets nor does the Seller know or have reasonable grounds to know of any basis of any such action or governmental investigation relative to the business;
- g) Seller affirms that all representations and warranties made by Seller to Buyer are true and correct and that none of the provisions of this agreement contain any statements that are untrue as to any material fact nor have there been any omissions as to any material fact necessary to make the statements contained herein not misleading;
- h) Seller is in compliance with all applicable federal, state, county, and municipal

statutes, rules, regulations, codes, ordinances, licenses, and any other governmental requirements applicable to a business of this type. Seller covenants that to the best of his knowledge Seller is in compliance with any and all regulations under the U. S. and the Georgia commerce and revenue authorities governing food and alcoholic beverages. Seller warrants that there are no and Seller has not been notified of any violations, actions, citations, or investigations regarding the Business as may occur under the above listed regulatory authorities. Seller has not committed any overt act which would be construed as a violation of the above applicable laws and regulations. Seller indemnifies Buyer against violations under any applicable regulation to the time of the closing;

i) Seller will execute any and all documents reasonably necessary to effectuate this agreement;

j) Seller will indemnify and hold Buyer harmless for any and losses resulting from Sellers material breaches of these warranties.

10. NON-COMPETE

Seller shall not, for a period of two (2) years after the completion of the three-year payment term, operate a like business with the same or similar name within a geographical radius of five (5) miles from the location of the Business. If Seller attempts to operate said business type within the restricted period, Seller shall be subject to the payment of all fees including attorney fees, expended in the enforcement of this provision whether injunctive or in actual litigation.

Buyer, a food distributor, shall not market or sell any product by any other producer that is substantially similar to the products developed, marketed and sold by Chop Foods, LLC during the three year payment term of this agreement.

11. GOVERNING LAW

Since both parties are doing business in the State of Georgia, the laws of said state will govern the terms of this contract. The parties agree that the venue and jurisdiction for any action related to this agreement shall be Dekalb County.

12. CONSTRUCTION OF TERMS

This contract of sale represents the entire agreement between the parties excluding the actual timing of the payment disbursement as previously agreed by the parties and incorporated herein by reference. The terms and provisions of this agreement will survive the closing.

13. REMEDIES

Each party shall have all the rights as bestowed by the laws of the state of Georgia in law and equity in the event of any breaching action by either party. Use of any one remedy by the parties does not constitute a waiver of any other remedy as allowed by law and representation of exclusiveness of remedy will not operate to limit the remedies of the parties. In the event of a breach, the non-breaching party may seek any and all remedies plus the cost of the action including attorney fees.

14. SEVERABILITY

If any provision of this agreement is deemed to be invalid under any applicable law, current or future, such provision will be severable and will not operate to invalidate any other provision of this agreement.

15. PRORATION

All obligations, debts, trade and accounts payable, and other expenses in conjunction with the subject of the

business equipment and fixtures shall be paid by the Seller at, or prior, to the time of possession of the business assets and no such item shall be paid or assumed by Buyer. In the event that any bills or statements are received after the closing covering a period prior to the closing date, Seller shall on demand from Buyer pay its pro rata share of any such bill or statement. The parties agree that, to the best of their knowledge, all such items of indebtedness has been paid prior to the date of closing. Should any unresolved prior existing indebtedness appear after the closing, the parties agree to resolve the matter pro rata or submit the issue to mediation or arbitration.

16. RIGHT TO CONSULT PRIVATE ATTORNEY

By signing below, the parties acknowledge that they have had the opportunity to consult independent counsel and have counsel review these documents prior to the consummation and closing of this sale.

17. ENTIRE AGREEMENT

This agreement constitutes the sole mutual meeting of the minds regarding the subject matter hereof and that no provision hereof shall be modified or altered, except in writing duly signed by the parties hereto.

18. NOTICE

Notice to the parties shall be as follows:

Seller: Angela Neale
4760 Hammermill Road, Suite 202,
Tucker, Georgia 30084

Buyer: No Gluten, Inc.
1355 Rock Mountain Blvd.
Stone Mountain, GA 30083

19. ATTORNEY FEES


Upon any action by either party on the terms of this agreement, the prevailing party shall be entitled to the payment of the actual attorney fees incurred.

IN WITNESS WHEREOF, the parties hereto enter into this agreement and by affixing their hands and seals hereto do execute this contract of sale on this 22nd day of May, 2015.

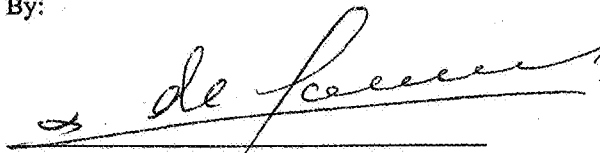
SIGNATURES TO FOLLOW

Signed under hand and seal, this 22nd day of May 2015.

No Gluten, Inc
By:

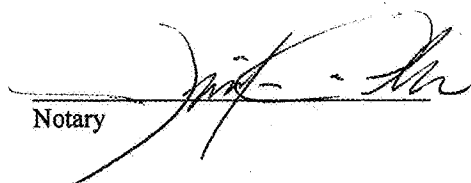


Seller:



Buyer:

Signed and ascribed before me this 22 day of May 2015.



Notary



SELLER'S AFFIDAVIT

Personally Appeared before me the undersigned deponent, who, being duly sworn, deposes and states the following:

Regarding the sale of the business known as **CHOP FOODS, LLC**, there is no outstanding indebtedness for the equipment, appliances, or other fixtures attached to said business.

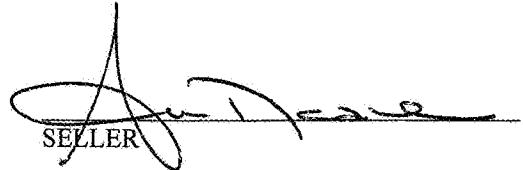
That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner either in the county where the business is conducted, or any other county in the State of Georgia. Further, there are no government, State or Federal, violations, citations, condemnations, or notices levied against the business assets by any governmental authority.

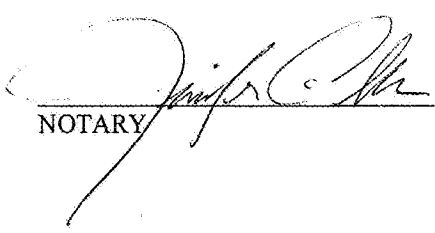
There are no outstanding unpaid rents due on the lease for the property or improvements on the property at the time of the transfer of the business. Further, that there are no outstanding rental amounts chargeable to the business equipment. That all rents for the lease of the equipment, if any, are paid or will be paid personally by Seller at the time of the sale.

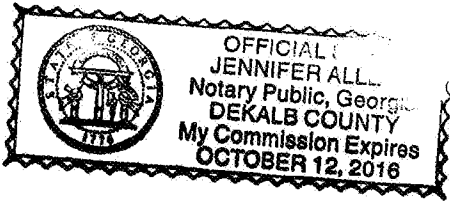
That no improvements or repairs have been made on the above-described business or its equipment of fixtures during the past three months and there are no outstanding bills incurred for labor and materials used in making improvements or repairs on said premises.

Seller affirms its liability to the full extent of the law for the violation of any of the representations made in this affidavit. Further, swears and affirms willfully and with full knowledge of the truth of the warranties and representation on the sale of the business as stated herein and as stated in the sales contracts and statements appended hereto, and herein incorporated by reference.

Sworn to and ascribed before me this 22nd day of May 2015.


SELLER


NOTARY



CLOSING STATEMENT

Date: May 22, 2015

SELLER: ANGELA NEALE

PURCHASER: NO GLUTEN, INC

ADDRESS OF BUSINESS ASSETS

CHOP FOODS, LLC.
4760 Hammermill Road, Suite 202,
Tucker, Georgia 30084
Gwinnett County

TERM SETTLEMENT

PRICE DUE: **\$ 5,000.00**

Closing Fee: \$350.00

Fixtures, Furniture & Equipment: \$2150.00

Inventory/Stock: \$1500.00

Intangibles: \$1000.00

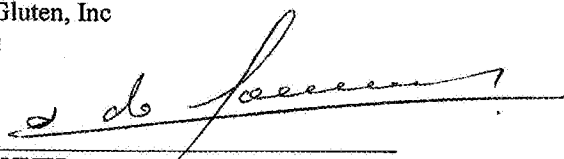
EARNEST MONEY: \$0.00

DOWN PAYMENT \$0.00

NET PROCEEDS DUE TO SELLER AT CLOSING:

\$5,000.00

No Gluten, Inc
By:


BUYER
Title: C.E.O.


SELLER


WITNESS

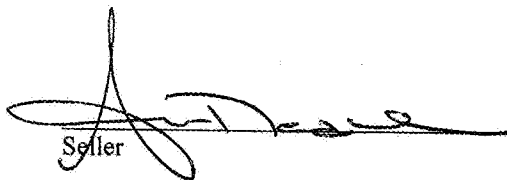
Executed this 22nd day of May 2015

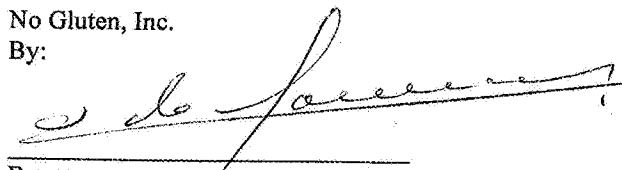
BILL OF SALE

WHEREFORE the undersigned parties have agreed that for the amount of \$10.00 (ten dollars) and other valuable consideration, Seller conveys, sells, transfers, and assigns all rights and privileges to the Buyer in the business known as

CHOP FOODS, LLC.
4760 Hammermill Road, Suite 202,
Tucker, Georgia 30084
Gwinnett County

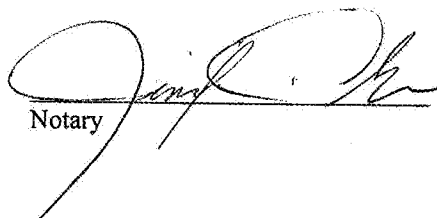
Seller surrenders all rights and authority in said business, equipment, fixtures, property, name and good will for the above stated business, and Seller further warrants that Seller has the authority to transfer good title to said business and shall as of this date relinquish all future claims of the business to Buyer for the consideration as stated in the Closing Statement. (Exhibit "A" herein attached)

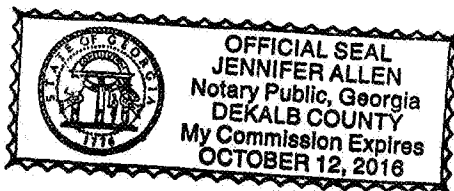

Seller

No Gluten, Inc.
By: 
Buyer

This 22 day of May 2015.

Signed and attested before me:


Notary



STATE OF GEORGIA
COUNTY OF DEKALB

BULK TRANSFER WAIVER

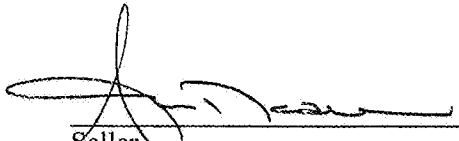
This waiver made this 22nd day of May, 2015, between the parties, ANGELA NEALE. (hereinafter "Seller"), and NO GLUTEN, INC. (hereinafter "Buyer"),

WITNESSETH, that the Sellers for and in consideration of the sum of one dollar (\$1.00) and other valuable transfer to the Buyers the equipment and goods owned by Sellers and that both Seller and Buyer, following proper publication of the transfer to the benefit of all creditors, herein expressly waive the provisions of the Bulk Transfer provisions of the Georgia Commercial Code, said personal property being located at:

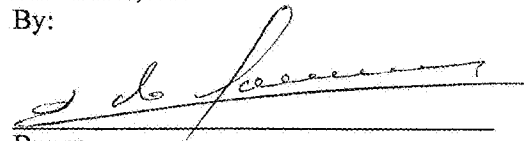
CHOP FOODS, LLC.
4760 Hammernill Road, Suite 202,
Tucker, Georgia 30084
Gwinnett County

The parties agree that Buyer will assume and comply with any and all liabilities against said assets to the benefit of the creditors, and will assume the obligations without a complete list as provided by the Bulk Transfer provisions of the Georgia Commercial Code.

IN WITNESS whereof, the said party of the first part affixes, sets forth and executes under hand and seal on the day and year first written above.

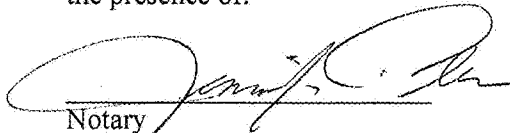


Seller
Title: Owner

No Gluten, Inc.
By: 

Buyer
Title: C.E.O.

Signed sealed and delivered in
the presence of:



Notary

