

02/13/2018
103678390

To the Director of the U. S. Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies):

Illinois Seasoing Merchants, Inc.

- Individual(s)
- Partnership
- Corporation- State: Illinois
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 22, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Spice House, LLC

Street Address: 1941 Central Street

City: Evanston

State: IL

Country: USA Zip: 60201

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
4955809, 4350356, 4271590, 3835018, 3834750

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

[See Schedule 2 Attached (at p. 5 of attachment)]

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael K. Ross

Internal Address: Suite 740

Street Address: Aegis Law Group; 801 Pennsylvania Ave NW

City: Washington

State: DC Zip: 20004

Phone Number: (202) 7373-3373

Docket Number: _____

Email Address: mross@aegislawgroup.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/13/2018 KNGUYEN1 00000017 4955809
Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Michael K. Ross

Name of Person Signing

02/13/2018 KNGUYEN1 00000017 4955809
Return Ref: 2/6/2018 100.00 00

02/13/2018 KNGUYEN1 00000017 4955809

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450
CHECK RETURN TOTAL: \$60.00

TRADEMARK
REEL: 006293 FRAME: 0914

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of January 22, 2018, is made by Illinois Seasoning Merchants, Inc., an Illinois corporation ("Seller"), located at 1941 Central St., Evanston, IL 60201, in favor of Spice House, LLC, a Delaware limited liability company ("Buyer"), located at 1941 Central St., Evanston, IL 60201, the purchaser of certain assets of Seller pursuant to a certain Asset Purchase and Contribution Agreement between Buyer and Seller, dated as of December 12, 2017 (the "Asset Purchase and Contribution Agreement").

WHEREAS, under the terms of the Asset Purchase and Contribution Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and any corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof (including but not limited to patents and patent applications listed on Schedule 1 hereto),

(b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (including but not limited to trademark registrations and applications listed on Schedule 2 hereto),

(c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith (including but not limited to copyright registrations and applications listed on Schedule 3 hereto),

(d) all mask works and all applications, registrations, and renewals in connection therewith,

(e) all trade secrets and confidential and proprietary business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals),

(f) all computer software (including source code, executable code, data, databases, and related documentation),

- (g) all web addresses, sites and domain names and numbers, social network application names and application IDs, usernames, user IDs and identification numbers;
- (h) all advertising and promotional materials,
- (i) all other proprietary rights and all copies and tangible embodiments thereof (in whatever form or medium); and
- (j) all intellectual property listed on Schedule 4 hereto.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the the Register of Copyrights in the United States Copyright Office, and the officials of any corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase and Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase and Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase and Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase and Contribution Agreement and the terms hereof, the terms of the Asset Purchase and Contribution Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ILLINOIS SEASONING MERCHANTS, INC.

By: Thomas Erd 1/17/18
Name: Thomas Erd
Title: President
Address for Notices: 1941 Central St.,
Evanston, IL 60201

ACKNOWLEDGMENT
STATE OF ILLINOIS)
)
COUNTY OF COOK)



On the 17th day of January, 2018, before me personally appeared Thomas Erd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Illinois Seasoning Merchants, Inc., the Illinois corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of Illinois Seasoning Merchants, Inc. for the uses and purposes mentioned in the instrument.

Hilda T. Hoagland
Notary Public
Printed Name: Hilda T. Hoagland

My Commission Expires: 6/19/2018

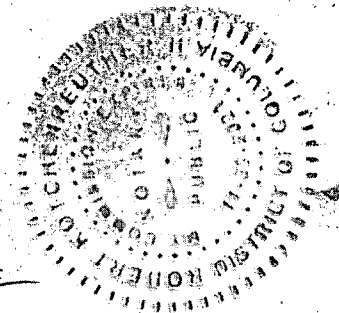
AGREED TO AND ACCEPTED:

SPICE HOUSE, LLC
By: Daniel Yates
Name: Daniel Yates
Title: Member
Address for Notices:

ACKNOWLEDGMENT
STATE OF District of Columbia)
)
COUNTY OF N/A)

On the 2 day of ~~January~~ ^{FEB}, 2018, before me personally appeared Daniel Yates, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Member of Spice House, LLC, the Delaware limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Spice House, LLC for the uses and purposes mentioned in the instrument.

Robert Kotchenruther II
Notary Public
Printed Name: Robert Kotchenruther II
Notary Public, District of Columbia
My Commission Expires 11-30-2021



My Commission Expires: 11-30-2021

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents:

None.

Patent Applications

None.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
BACK OF THE YARDS	Federal	4955809	May 10, 2016
SPICE BOSS	Federal	4350356	June 11, 2013
VULCAN'S FIRE SALT	Federal	4271590	January 8, 2013
THE SPICE HOUSE	Federal	3835018	August 17, 2010
BACK-OF-THE-YARDS GARLIC PEPPER	Federal	3834750	August 17, 2010
BRIDGEPORT SEASONING	Illinois	101266	January 25, 2010
BRONZEVILLE RIB RUB	Illinois	101267	January 25, 2010
HISTORIC PULLMAN PORK CHOP RUB	Illinois	101268	January 25, 2010
LAKE SHORE DRIVE SEASONING	Illinois	101269	January 25, 2010
OLD TAYLOR ST. CHEESE SPRINKLE	Illinois	101270	January 25, 2010
UKRAINIAN VILLAGE SEASONING	Illinois	101271	January 25, 2010
VULCAN'S FIRE SALT	Illinois	101272	January 25, 2010

Trademark Applications

None.

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

None.

Copyright Applications

None.

SCHEDULE 4

OTHER ASSIGNED INTELLECTUAL PROPERTY

Unregistered Trademarks:

1. THE SPICE HOUSE EST. 1957 & Design (Sign);
2. Distinctive product names that The Spice House sells, as is reflected in The Spice House Catalog;

Unregistered Copyrights:

3. The Spice House Catalogs;
4. The Spice House Website;
5. The Spice House Operating Manuals;

Trade Secrets:

6. Trade Secrets Documented in the Spice House Operating Manuals;

Other:

7. The Spice House Customer Lists & Sales Histories;
8. The Spice House Vendor Lists & Purchase Histories;
9. The Spice House Recipes; and
10. Non-Disclosure Agreements between The Spice House and its key employees.