

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAT CLEAN HOLDINGS, LLC		03/15/2018	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	MTY FRANCHISING USA, INC.		
Street Address:	9311 E. Via de Ventura		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4467862	GRABBAGREEN	
Registration Number:	4547506	GRABBAGREEN.COM FOOD + JUICE	
Registration Number:	4556979	HEALTHIIBAR	
Registration Number:	4615475	PINA PROTEIN	
Registration Number:	4652587	OXIDATION ELIMINATION	
Registration Number:	4652585	SPIRITULINA	
Registration Number:	4652584	FAB & FRUITY	
Registration Number:	4652583	FEELING FABULOUS	
Registration Number:	4655948	VITA VAMP	
Registration Number:	4655943	ENERGY ELEVATOR	
Registration Number:	4655941		
Registration Number:	4723241	POWER PAIL	
Registration Number:	4720133	GRAB YOUR OWN	
Registration Number:	4720141	MOROCCAN MAC & CHEESE	
Registration Number:	4720143	MIGHTY MAC & CHEESE	
Registration Number:	4720144	GULF OF MEXICO	
Registration Number:	4720146	RED PHOENIX SMOOTHIE	
Registration Number:	4751093	FOR THE HEALTH FREAK IN YOU	
Registration Number:	4759039	GANGNAM CITY	
TRADEMARK			

OP \$565.00 4467862

Property Type	Number	Word Mark
Registration Number:	5014180	EAT CLEAN, GRABBAGREEN
Serial Number:	87063368	SP BEAUTIFIES SKIN AIDS DIGESTION ELIMIN
Serial Number:	87218394	EAT CLEAN

CORRESPONDENCE DATA

Fax Number: 4803624816

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.

Phone: 480 362 4800

Email: jmoody@kahalamgmt.com

Correspondent Name: Jenny Moody

Address Line 1: 9311 E. Via de Ventura

Address Line 4: Scottsdale, ARIZONA 85258

NAME OF SUBMITTER:	Jenny Moody
SIGNATURE:	/Jenny Moody/
DATE SIGNED:	03/22/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is made effective as of March 15, 2018 (“Effective Date”), by and between EAT CLEAN HOLDINGS, LLC, an Arizona limited liability company (“ASSIGNOR”), and MTY FRANCHISING USA, INC., a Delaware corporation (“ASSIGNEE”).

Recitals

A. ASSIGNOR is the sole and exclusive legal and beneficial owner of the trademark registrations and applications, including, without limitation, all renewals, extensions or common law rights therein (individually and collectively, “Marks”) as further described in “**Exhibit A**,” attached hereto and incorporated in this Assignment by reference, together with the goodwill of the business symbolized thereby in connection with the goods and services with which the Marks are used.

B. ASSIGNOR has created and/or is the sole and exclusive legal and beneficial owner of original works of authorship fixed in a tangible medium of expression in connection with the Grabbagreen franchised businesses, and every derivative work arising therefrom, including without limitation, confidential operations manuals.

C. ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and any copyrights, patents, industrial designs, utility models, design patents, petty patents, database rights, circuit topography rights, mask works, inventions, trade secrets, confidential information, know-how, business and trade names (including those set forth in “**Exhibit B**” attached hereto and incorporated in this Assignment by reference), internet domain names and e-mail address names, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, including without limitation, the right to apply for, and all applications for, any of the foregoing rights and the right to sue for infringements of any of the foregoing rights, in each case, if any (collectively, “IP”) and the goodwill of the business symbolized thereby.

D. ASSIGNEE desires to acquire all of ASSIGNOR’s rights, title, and interest in and to the IP and the goodwill symbolized thereby, in connection with that certain Asset Purchase Agreement dated February 16, 2018, as amended (the “APA”) between ASSIGNOR, ASSIGNEE, and certain other parties thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. The Recitals set forth above are hereby incorporated into this Assignment.
2. ASSIGNOR hereby irrevocably sells, transfers, assigns, delivers and contributes to ASSIGNEE all of its right, title, and interest in and to the IP, as well as ASSIGNOR’s right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign IP applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the IP, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

3. ASSIGNOR further assigns to ASSIGNEE all rights to receive all income, royalties, damages, profits and payments of damages accruing from past, present and future infringement, dilution, misappropriation, misuse and unauthorized use of the assigned rights and interests herein.

4. ASSIGNOR further covenants that it will promptly execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the IP.

5. Notwithstanding the above, ASSIGNOR further appoints ASSIGNEE as its attorney-of-fact and grants to it an irrevocable, Special Power of Attorney solely for the purpose of executing documents or taking such action as necessary or appropriate to satisfy the terms and conditions of this Assignment and the APA from and after the closing date of the transactions contemplated by this Assignment and the APA, as ASSIGNOR might or could do if personally present, hereby ratifying all that is done as ASSIGNOR's attorney-in-fact, shall lawfully be done or cause to be done by virtue of this Special Power of Attorney to obtain, protect, maintain or enforce ASSIGNOR's IP rights if ASSIGNEE is, for any reason, unable to obtain ASSIGNOR's cooperation or assistance as set forth herein. The Special Power of Attorney granted by this Assignment shall survive the dissolution, death, incompetence or disability of ASSIGNEE and the termination or expiration of this Assignment.

6. This Assignment shall be binding upon the parties, their successors and assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

7. The terms of this Assignment shall not be modified except by an agreement in writing signed by both parties hereto. No waiver by either party of a breach or default hereunder shall be deemed waiver by such party of a subsequent breach or default of a like or similar nature.

8. Except to the extent governed by the United States Trademark Act of 1964 (Lanham Act, 15 U.S.C. § 1051 et seq.) or other federal law, this Assignment shall be governed and construed in accordance with the laws of the State of Arizona, without reference to its conflict of laws principles.

9. This Assignment, all Exhibits and all authorized amendments hereto and all reports and other documents referenced in this Assignment shall be subject to the terms of the APA. In the event of any conflict between the terms of the APA and this Assignment, including the scope or breadth of any representation or agreement relating to the IP, the terms of the APA will govern.

10. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Assignment. Any signatures to this Assignment or as required by this Assignment may be submitted by a party to the other party via facsimile or in a scanned .pdf or similar file and shall be deemed an original signature binding on such party for all purposes.

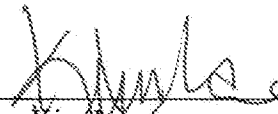
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each party, by and through its respective authorized representative, who each have full authority and consent, without further approval of any kind, to execute and bind his or her respective party to the obligations set forth in this Assignment, have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR: EAT CLEAN HOLDINGS, LLC, an Arizona limited liability company

By: _____
Name: Keely Newman
Its: Manager


ASSIGNEE: MTY FRANCHISING USA, INC., a Delaware corporation.

By:  _____
Name: Kim Lane
Its: Sr. VP & Deputy GC

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EAT CLEAN HOLDINGS, LLC, an Arizona limited liability company

By:  _____
Name: Keely Newman
Its: Manager

ASSIGNEE:

MTY FRANCHISING USA, INC., a Delaware corporation

By: _____
Name: Kim Lane
Its: Sr. VP & Deputy GC

EXHIBIT A
Schedule of U.S. Trademarks

Mark	Registration / Application Number	Registration/ Application Date
GRABBAGREEN	Reg. No. 4467862	January 14, 2014
GRABBAGREEN.COM FOOD + JUICE (DESIGN MARK)	Reg. No. 4547506	June 10, 2014
HEALTHIBAR	Reg. No. 4556979	June 24, 2014
PINA PROTEIN	Reg. No. 4615475 (supplemental registry)	September 30, 2014
OXIDATION ELIMINATION	Reg. No. 4652587	December 9, 2014
SPIRITULINA	Reg. No. 4652585	December 9, 2014
FAB & FRUITY	Reg. No. 4652584	December 9, 2014
FEELING FABULOUS	Reg. No. 4652583	December 9, 2014
VITA VAMP	Reg. No. 4655948	December 16, 2014
ENERGY ELEVATOR	Reg. No. 4655943	December 16, 2014
BROCCOLI LOGO (DESIGN MARK)	Reg. No. 4655941	December 16, 2014
POWER PAIL	Reg. No. 4723241	April 21, 2015
GRAB YOUR OWN	Reg. No. 4720133	April 14, 2015
MOROCCAN MAC & CHEESE	Reg. No. 4720141	April 14, 2015
MIGHTY MAC & CHEESE	Reg. No. 4720143	April 14, 2015
GULF OF MEXICO	Reg. No. 4720144	April 14, 2015
RED PHOENIX SMOOTHIE	Reg. No. 4720146	April 14, 2015
FOR THE HEALTH FREAK IN YOU	Reg. No. 4751093	June 9, 2015
GANGNAM CITY	Reg. No. 4759039	June 23, 2015
EAT CLEAN, GRABBAGREEN	Reg. No. 5014180	August 2, 2016
SP BR KA BT CB GJ AP RO OG TU CT GA RP MG AD SB PS (PERIODIC TABLE DESIGN, PLUS WORDS)	App. No. 87063368	June 7, 2016
EAT CLEAN	App. No. 87218394	October 27, 2016

EXHIBIT B
Schedule of U.S. Trade Names

1. Grabbagreen (AZ file number 565806)