

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468645

<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>
Jeffrey Yarbrough		03/31/2017	Individual: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Choice Foods, LLC		
<b>Street Address:</b>	10172 South Statesman PL		
<b>City:</b>	South Jordan		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84095		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3500252	ANGELA MARIE'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2122942684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-5840		
<b>ATTORNEY DOCKET NUMBER:</b>	014164-00006		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco/		
<b>DATE SIGNED:</b>	04/05/2018		
<b>Total Attachments: 5</b>			
source=Choice Foods - Trademark Assignment Agreement (Yarbrough)#page1.tif			
source=Choice Foods - Trademark Assignment Agreement (Yarbrough)#page2.tif			
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source=Choice Foods - Trademark Assignment Agreement (Yarbrough)#page4.tif			

CH \$40.00 3500252



## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of March 31, 2017 (the "Effective Date"), by and between Jeffrey Yarbrough, an individual ("Assignor") and Choice Foods, LLC, a Utah limited liability company ("Assignee").

A. Assignor is the owner of the trademark and trademark registration listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to such trademark and trademark registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Mark"), on the following terms and conditions.

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

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Mark, the ongoing and existing business of Assignor to which the Mark pertains, the goodwill of the business symbolized by the Mark, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Mark worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Mark prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Mark, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Mark shall be borne solely by Assignee, its successors and assigns.

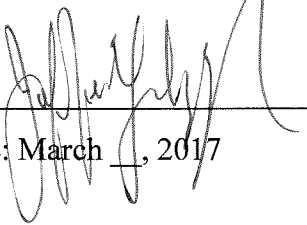
4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Utah, without regard to its conflicts of law principles.

[signature pages follow]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date set forth below.

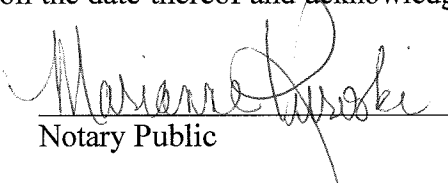
**ASSIGNOR:**

**JEFFREY YARBROUGH**

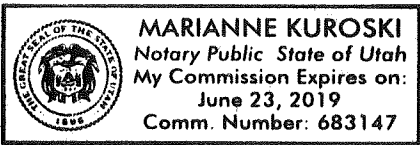
  
\_\_\_\_\_  
Date: March 4, 2017

State of UTAH :  
County of SALT LAKE :

Personally appeared before me the above-named Jeffrey Yarbrough, who signed the foregoing TRADEMARK ASSIGNMENT in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

  
\_\_\_\_\_  
Notary Public

My commission to expire on \_\_\_\_\_.



**ASSIGNEE:**

**CHOICE FOODS, LLC**

By: 

Name: Brody Lynn

Title: Vice President

Date: March 31, 2017

Signature Page to Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006307 FRAME: 0320**

**EXHIBIT A**  
**MARK**

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	ANGELA MARIE'S	78/916032	June 23, 2006	3500252	September 9, 2008