

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468891

<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>
Wellshire Farms West Inc.		04/02/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wellshire Farms, LLC		
<b>Street Address:</b>	10109 Columbia Ave.		
<b>City:</b>	Munster		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46321		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4226466	ALWAYS IN GOOD TASTE... NATURALLY!	
<b>Registration Number:</b>	4961799		
<b>Registration Number:</b>	4232159	COLAMECO'S PRIMO NATURALE	
<b>Registration Number:</b>	3607994	COLAMECO'S	
<b>Registration Number:</b>	4141115	COLAMECO'S PRIMO NATURALE	
<b>Registration Number:</b>	3231207	FEEL GREAT EAT WELL	
<b>Registration Number:</b>	3952093	GARRETT VALLEY	
<b>Registration Number:</b>	4252482	GLOBAL GOURMET GG	
<b>Registration Number:</b>	3345046	HEAT AND EAT WELL	
<b>Registration Number:</b>	4706213	HOMESTYLE MEALS	
<b>Registration Number:</b>	4799531	LESS IS MORE! ONLY INGREDIENTS	
<b>Registration Number:</b>	3283705	LOU'S FAMOUS	
<b>Registration Number:</b>	4143814	LOU'S GARRETT VALLEY NATURALS	
<b>Registration Number:</b>	4140058	LOU'S GARRETT VALLEY NATURALS	
<b>Registration Number:</b>	3952094	LOU'S NATURALS	
<b>Registration Number:</b>	4802011	LOU'S NATURALS	
<b>Registration Number:</b>	5196888	NATURAL SHOULD MEAN NATURAL	
<b>Registration Number:</b>	5276171	ALL BACON IS GOOD, BUT WELLSHIRE DRY RUB	
<b>Registration Number:</b>	5232071	MORE NATURAL THAN NATURAL	

OP \$740.00 4226466

Property Type	Number	Word Mark
Registration Number:	3694167	OPUS O
Registration Number:	3075517	SMART CHART
Registration Number:	3271832	SMART CHART GF SF DF P8
Registration Number:	3849957	WELL OP! WORKING WELL TOGETHER
Registration Number:	3548157	WELLSHIRE
Registration Number:	4006115	WELLSHIRE
Registration Number:	3280699	WELLSHIRE KIDS
Registration Number:	3345721	WELLSHIRE KIDS
Registration Number:	4025451	WELLSHIRE ORGANIC
Registration Number:	4042847	WELLSHIRE UNIVERSITY "U"

#### CORRESPONDENCE DATA

**Fax Number:** 3122076400

*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:** 312-207-1000

**Email:** ipdocket-chi@reedsmith.com

**Correspondent Name:** Nicholas M. Gibson

**Address Line 1:** 10 South Wacker Drive

**Address Line 2:** Reed Smith, LLP

**Address Line 4:** Chicago, ILLINOIS 60606

**NAME OF SUBMITTER:** Nicholas M. Gibson

**SIGNATURE:** /Nicholas M. Gibson/

**DATE SIGNED:** 04/06/2018

#### Total Attachments: 15

source=Wellshire Farms West Inc to Wellshire Farms LLC Assignment of Intellectual Property#page1.tif  
source=Wellshire Farms West Inc to Wellshire Farms LLC Assignment of Intellectual Property#page2.tif  
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source=Wellshire Farms West Inc to Wellshire Farms LLC Assignment of Intellectual Property#page4.tif  
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source=Wellshire Farms West Inc to Wellshire Farms LLC Assignment of Intellectual Property#page6.tif  
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), dated as of April 2, 2018, by and between (i) Wellshire Farms, LLC, an Illinois limited liability company (“Assignee”), and (ii) Wellshire Farms, Inc., a New Jersey corporation, and Wellshire Farms West Inc., a Florida corporation (each an “Assignor” and collectively the “Assignors”). Assignee and each Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Assignors are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, each Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property of such Assignor, and Assignors and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of such Assignor’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, including all associated trademark rights and common law rights, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(b) the works of authorship and/or copyrights, including applications and registrations for such works of authorship and copyrights set forth on Schedule 2 hereto (if any), and all issuances, extensions, and renewals thereof (the “Copyrights”);

(c) the internet domain names set forth on Schedule 3 hereto (if any) (collectively, the “Domain Names”);

(d) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and

conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Each Assignor authorizes the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials in the United States and in relevant jurisdictions outside the United States to record and register this Assignment upon request by Assignee. Each Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to vest full title in and to the Assigned IP in Assignee, or any assignee or successor thereto, and to effectuate the objectives of this Assignment.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignors or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of 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) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNORS:

WELLSHIRE FARMS, INC.

By: 

Name: Louis B. Colameco, III

Title: President

WELLSHIRE FARMS WEST INC.

By: 

Name: Louis B. Colameco, III

Title: President

  
Louis B. Colameco, III

[Signature Page to Assignment of Intellectual Property]

TRADEMARK  
REEL: 006308 FRAME: 0005

**BUYER:**

**WELLSHIRE FARMS, LLC**

By: 

Name: David Van Eekeren

Title: President

[Signature Page to Assignment of Intellectual Property]

**TRADEMARK**  
**REEL: 006308 FRAME: 0006**

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

1. Registered.

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ALWAYS IN GOOD TASTE...NATURALLY!	U.S.	Registered	85/236,358	2/08/2011	4,226,466	10/16/2012
Claim Box Design	U.S.	Registered (Supplemental)	86/699,442	7/21/2015	4,961,799	5/17/2016
COLAMECO'S PRIMO NATURALE	U.S.	Registered	85/236,434	2/08/2011	4,232,159	10/30/2012
COLAMECO'S	U.S.	Registered (Supplemental)	77/625,450	12/03/2008	3,607,994	4/14/2009
COLAMECO'S PRIMO NATURALE and Design	U.S.	Registered	85/243,689	2/16/2011	4,141,115	5/15/2012
FEEL GREAT EAT WELL	U.S.	Registered	78/643,362	6/03/2005	3,231,207	4/17/2007
GARRETT VALLEY	U.S.	Registered	77/935,692	2/15/2010	3,952,093	4/26/2011
GLOBAL GOURMET GG and Design	U.S.	Registered	85/408,475	8/26/2011	4,252,482	12/04/2012
HEAT AND EAT WELL	U.S.	Registered	78/391,976	3/27/2004	3,345,046	11/27/2007
HOMESTYLE MEALS	U.S.	Registered	85/972,564	6/28/2013	4,706,213	3/24/2015
LESS IS MORE! ONLY INGREDIENTS and Design	U.S.	Registered	86/512,124	1/23/2015	4,799,531	8/25/2015
LOU'S FAMOUS	U.S.	Registered	78/707,917	9/07/2005	3,283,705	8/21/2007

LOU'S GARRETT VALLEY NATURALS	U.S.	Registered	85/236,405	2/08/2011	4,143,814	5/15/2012
LOU'S GARRETT VALLEY NATURALS and Design	U.S.	Registered	85/243,709	2/16/2011	4,140,058	5/08/2012
LOU'S NATURALS	U.S.	Registered	77/935,696	2/15/2010	3,952,094	4/26/2011
LOU'S NATURALS and Design	U.S.	Registered	86/261,334	4/24/2014	4,802,011	9/01/2015
NATURAL SHOULD MEAN NATURAL	U.S.	Registered	86927745	3/3/2016	5196888	5/2/2017
ALL BACON IS GOOD BUT WELLSHIRE DRY RUBBED IS GREAT!	U.S.	Registered	87323228	2/3/2017	5276171	8/29/2017
ALL BACON IS GOOD BUT WELLSHIRE DRY RUBBED IS GREAT!	Canada	Pending	1847578	7/14/2017		
MORE NATURAL THAN NATURAL	U.S.	Registered	87237183	11/15/2016	5232071	6/27/2017
OPUS O	U.S.	Registered	78/523,506	11/29/2004	3,694,167	10/06/2009
SMART CHART	U.S.	Registered	78/281,366	7/31/2003	3,075,517	4/04/2006
SMART CHART GF SF DF P8 and Design	U.S.	Registered	78/804,347	2/01/2006	3,271,832	7/31/2007

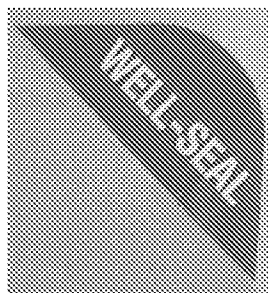


WELL OP! WORKING WELL TOGETHER and Design	U.S.	Registered	77/935,731	2/15/2010	3,849,957	9/21/2010
WELLSHIRE	U.S.	Registered	78/235,771	4/09/2003	3,548,157	12/16/2008
WELLSHIRE	Canada	Registered	1,339,286	3/14/2007	TMA750, 766	10/22/2009
WELLSHIRE	Mexico	Registered	961,569	9/17/2008	1,082,901	2/09/2009
WELLSHIRE and Design (Farm Scene)	U.S.	Registered	85/213,822	1/10/2011	4,006,115	8/02/2011
WELLSHIRE KIDS	U.S.	Registered	78/708,227	9/07/2005	3,280,699	8/14/2007
WELLSHIRE KIDS and Design	U.S.	Registered	78/803,129	1/31/2006	3,345,721	11/27/2007
WELLSHIRE ORGANIC and Design	U.S.	Registered	85/214,817	1/11/2011	4,025,451	9/13/2011
WELLSHIRE UNIVERSITY "U" and Design	U.S.	Registered	85/001,947	3/30/2010	4,042,847	10/18/2011
WOODSTOW N FARMS	Canada	Registered	1690470	8/20/2014	TMA916, 897	10/13/2015

2. Unregistered.

a. *Common Law (Unregistered Marks)*

i. *Made with Only 6 Ingredients*

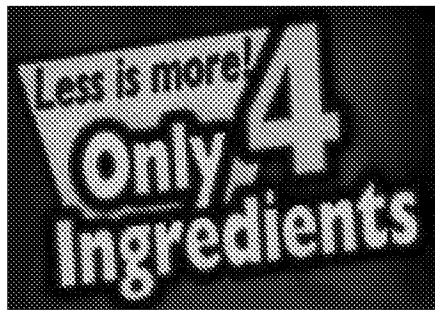


iii. *Wellshire is not just a product but a natural way of life!*

iv. MEALS ARE BETTER WITH WELLSHIRE!



v.



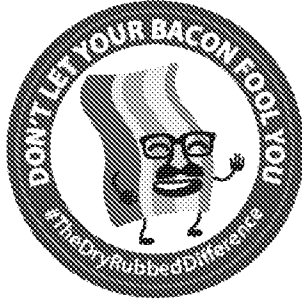
vi.



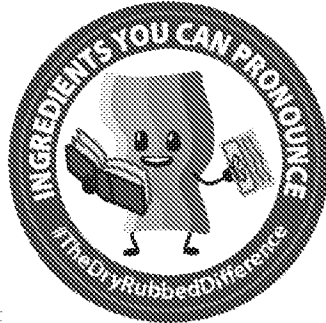
vii.



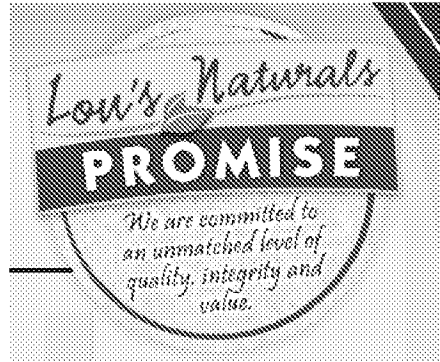
viii.



ix.



x.



xi.

- xii. ORIGINAL TOM-TOMS TURKEY SNACK STICK Stylized
- xiii. ORIGINAL MATT'S SELECT PEPPERONI SNACK STICK Stylized
- xiv. ORIGINAL JESSIE'S BEEF SNACK STICK Stylized

*b. Social Media Pages*

i. Facebook:

Name: WELLSHIRE FARMS (this is a Facebook Verified account)

Handle: @Wellshire

ii. Facebook:

Name: GARRETT VALLEY (this is a Facebook verified account)

Handle: @garrettvalleymeats

iii. Facebook:

Name: COLAMECO'S PRIMO NATURALE

Handle: @colamecosprimonaturale

iv. Facebook:

Name: LOU'S NATURALS

Handle: @lousnaturals

v. Instagram:

Name: WELLSHIRE FARMS

Handle: @Wellshire

vi. Instagram:

Name: GARRETT VALLEY

Handle: @GarrettValley

vii. Instagram:

Name: COLAMECO'S PRIMO NATURALE

Handle: @colamecos

viii. Instagram:

Name: LOUSNATURALS

Handle: @lousnaturals

ix. Twitter:

Name: WELLSHIRE

Handle: @wellshire

x. Twitter:

Name: GARRETT VALLEY

Handle: @garrett\_valley

**SCHEDULE 2**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

1. Registered.

<b>Work</b>	<b>Country</b>	<b>Registration Number</b>
Wellshire Farms, Inc. – Labels	U.S.	TX0006269747

2. Unregistered.

- a. Garrett Valley YouTube Videos  
<https://www.youtube.com/channel/UCaTf53a2Jn2TAafHxQ62IVw> "Uploads" 12 videos
- b. Garrett Valley YouTube Videos  
<https://www.youtube.com/channel/UCaTf53a2Jn2TAafHxQ62IVw> "Create Playlists" 5 videos
- c. Garrett Valley YouTube Videos  
<https://www.youtube.com/channel/UCaTf53a2Jn2TAafHxQ62IVw> "Beautiful Food" 6 videos
- d. Wellshire YouTube Videos <https://www.youtube.com/user/Wellsh1re/videos> 70 videos
- e. Approximately 20 "How to make" videos on YouTube
  - i. <https://www.youtube.com/watch?v=o-N1kbV0DGQ>
  - ii. [https://www.youtube.com/watch?v=bbhZt\\_5hV14](https://www.youtube.com/watch?v=bbhZt_5hV14)
  - iii. <https://www.youtube.com/watch?v=wy7MDGSUoAo>
  - iv. [https://www.youtube.com/watch?v=E\\_7o986jF3s](https://www.youtube.com/watch?v=E_7o986jF3s)
  - v. <https://www.youtube.com/watch?v=qJwIB1fkTKg>
  - vi. <https://www.youtube.com/watch?v=HGqcCz6b91o>
  - vii. [https://www.youtube.com/watch?v=4\\_vZEMSCIR8](https://www.youtube.com/watch?v=4_vZEMSCIR8)
  - viii. <https://www.youtube.com/watch?v=a7z3KwIeHT0>
  - ix. <https://www.youtube.com/watch?v=iP7ZksrNTPE>
  - x. <https://www.youtube.com/watch?v=v2qp90gyZnI>

- xi. <https://www.youtube.com/watch?v=Q5xhEYJ4rfo>
  - xii. <https://www.youtube.com/watch?v=W2GB8mAammc>
  - xiii. <https://www.youtube.com/watch?v=agVeuYLIz60>
  - xiv. <https://www.youtube.com/watch?v=igdm4eVQBT8>
  - xv. [https://www.youtube.com/watch?v=MVPMSjGe\\_Do](https://www.youtube.com/watch?v=MVPMSjGe_Do)
  - xvi. [https://www.youtube.com/watch?v=Bc8yBfK\\_BuE](https://www.youtube.com/watch?v=Bc8yBfK_BuE)
  - xvii. [https://www.youtube.com/watch?v=n-K\\_ciDozfc](https://www.youtube.com/watch?v=n-K_ciDozfc)
  - xviii. [https://www.youtube.com/watch?v=n-K\\_ciDozfc](https://www.youtube.com/watch?v=n-K_ciDozfc)
  - xix. <https://www.youtube.com/watch?v=YCQqrT5xl0Y>
  - xx. <https://www.youtube.com/watch?v=pTTRu-FGrno>
- f. Approximately 900 digital photographs on Seller Group's computer system
  - g. Content on [www.colamecos.com](http://www.colamecos.com)
  - h. Content on [garrettvalley.com](http://garrettvalley.com)
  - i. Content on [lousnaturalsreps.com](http://lousnaturalsreps.com)
  - j. Content on [originalhomestylemeals.com](http://originalhomestylemeals.com)
  - k. Content on [wellshirekids.com](http://wellshirekids.com)
  - l. Content on [wellshirereps.com](http://wellshirereps.com)
  - m. Content on [wellshirefarms.com](http://wellshirefarms.com)
  - n. Social media page content on social media pages for Wellshire, Colamecos Primo Naturale, Garrett Valley Meats, and all other social media pages owned by Wellshire
  - o. Package Labels not covered by U.S. Copyright Reg. No. TX00062697471,2
  - p. Wellshire Employee Manual

**SCHEDULE 3**

**DOMAIN NAMES**

1. ALLERGYDATABASESHOPPING.COM
2. ALLERGYFREEFOODSHOPPING.COM
3. ALLERGYFREESHOPPING.COM
4. COLAMECO.NET
5. COLAMECOFOODS.COM
6. COLAMECONATURAL.COM
7. COLAMECONATURALS.COM
8. COLAMECOS.COM
9. COLAMECOS.NET
10. EATWELLFEELGREAT.COM
11. FEELGREATEATWELL.COM
12. GARRETTCOUNTYFARMS.COM
13. GARRETTVALLEY.COM
14. GARRETTVALLEY.NET
15. GARRETTVALLEYFARMS.COM
16. GARRETTVALLEYFARMS.NET
17. GLOBALGOURMETNATURALS.COM
18. LOUSFAMOUS.COM
19. LOUSNATURALS.COM
20. LOUSNATURALS.NET
21. LOUSNATURALS.TV
22. LOUSNATURALSREPS.COM

23. ORIGINALHOMESTYLEMEALS.COM
24. PRIMONATURALE.COM
25. ROSARITOFOODS.COM
26. ROSARITONATURAL.COM
27. SHOPALLERGYFREE.COM
28. SHOPFOODALLERGYFREE.COM
29. WELL-OP.COM
30. WELL-OP.NET
31. WELLSHIRE.TV
32. WELLSHIRECLOTHING.COM
33. WELLSHIREFAMILY.COM
34. WELLSHIREFARM.COM
35. WELLSHIREFARMS.BIZ
36. WELLSHIREFARMS.COM
37. WELLSHIREFARMS.NET
38. WELLSHIREFARMS.ORG
39. WELLSHIREFARMS.US
40. WELLSHIREKIDS.COM
41. WELLSHIREKIDS.NET
42. WELLSHIREO.COM
43. WELLSHIREORGANIC.COM
44. WELLSHIREREPS.COM
45. WELLSHIRESALES.COM



46. WELLSHIRESALES.NET
47. WELLSHIRESALESREP.COM
48. WELLSHIRESEPS.COM
49. WELLSHIREU.COM
50. WELLSHIREUNIVERSITY.COM
51. WF-NEWS.COM
52. WF-NEWSONLINE.COM
53. WF-NEWSONLINE.NET
54. WFNEWSONLINE.COM
55. WFNEWSONLINE.NET
56. WOODSTOWNFARMS.COM