

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer via exercise of a security interest (Resubmission of Document ID 900423920). "Assigned Trademarks" includes the goodwill. The security agreement (recorded at 6134/0608) expressly conveys the marks and associated goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glutenfreeda Foods, Inc.		08/22/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Craft3 Capital Corporation		
Street Address:	409 Maynard Avenue South, Suite 200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85628410	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS	
Serial Number:	77790675	GLUTENFREEDA	
Serial Number:	77790685	GLUTENFREEDA	
Serial Number:	78870408	GLUTENFREEDA	
Serial Number:	85628127	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHA	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	585-263-1000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	38726-48		
NAME OF SUBMITTER:	Kristen Mollnow Walsh		
SIGNATURE:	/kristenmollnowwalsh/		

CH \$140.00 85628410

DATE SIGNED:

12/14/2017

Total Attachments: 10

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446053

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment through private disposition (or private sale) (Resubmission of Document ID 900419417)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glutenfreeda Foods, Inc.		08/22/2017	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Craft3 Capital Corporation
Street Address:	409 Maynard Avenue South, Suite 200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85628410	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS
Serial Number:	77790675	GLUTENFREEDA
Serial Number:	77790685	GLUTENFREEDA
Serial Number:	78870408	GLUTENFREEDA
Serial Number:	85628127	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHA

CORRESPONDENCE DATA

Fax Number: 8669471121

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: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	38726-48
NAME OF SUBMITTER:	Kristen Mollnow Walsh
SIGNATURE:	/kristenmollnowwalsh/
DATE SIGNED:	10/05/2017

CH \$140.00 85628410

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), is made as of August 22, 2017, by CRAFT3 CAPITAL CORPORATION, a Washington corporation having a place of business at 409 Maynard Avenue South, Suite 200, Seattle, Washington 98104 (the "Assignor"), in favor of GLUTENFREEDA FLAGSHIP, LLC, a Delaware limited liability company, with an office located at 6455 South Yosemite Street, No. 140, Greenwood Village, Colorado 80111 (the "Assignee").

Preliminary Statements:

A. Pursuant to the provisions of a certain Commercial Security Agreement, dated June 17, 2015 (the "Security Agreement"), by and between Glutenfreeda Foods, Inc., a Washington corporation (the "Company") and the Assignor, and by virtue of a certain UCC-1 Financing Statement naming the Company as debtor and the Assignor as secured party, which was filed on June 30, 2015, with the Washington Secretary of State as Instrument No. 2015-181-3779-4 (the "Financing Statement"), the Company has granted to the Assignor a perfected security interest in substantially all of the assets of the Company (including all of the Purchased Assets (as defined in the Purchase Agreement (as defined below)), all to secure the full and complete payment by the Company to the Assignor of all of the indebtedness evidenced by a certain promissory note dated June 17, 2015 (as amended from time to time, the "Note") from the Company made payable to the Assignor in the original principal amount of \$1,750,000 (the Note, the Security Agreement and the Financing Statement are hereinafter sometimes referred to collectively as the "Financing Documents"); and

B. One or more events of default have occurred and are now continuing under the Financing Documents; and

C. As a result of the occurrence and continuance of these events of default, and by a written notice, dated August 18, 2017, from the Assignor to the Company, the Assignor has declared all unpaid principal under the Note, together with all accrued and unpaid interest thereon and other unpaid sums, to be immediately due and payable in full, and as a result thereof, all unpaid principal under the Note, together with all accrued and unpaid interest thereon and other unpaid sums, is now immediately due and payable in full; and

D. In accordance with the applicable provisions of the Security Agreement and Section 62A.9A-610 of the Revised Code of Washington ("RCW"), and exercising its rights as a secured party, the Assignor has agreed to sell to the Assignee and the Assignee has agreed to purchase from the Assignor, on the date hereof, all of the Purchased Assets (as defined therein) (including, without limitation, all of the registered trademarks of the Company set forth on Schedule A hereto (the "Assigned Trademarks")) all at a "private disposition" (within the meaning of RCW Section 62A.9A-610) (hereinafter referred to as the "Private Disposition"), and subject to the terms and conditions set forth in that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), by and between the Assignor and the Assignee; and

E. The Company, by signing below, has consented to (i) the assignment of the

Assigned Trademarks through the Private Disposition by the Company to the Assignor, and (ii) a further assignment of the Assigned Trademarks pursuant to this Assignment by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment. Effective as of the date hereof, the Assignor hereby transfers, assigns, conveys and delivers to the Assignee and the Assignee accepts all right, title and interest of the Assignor in and to the Assigned Trademarks, including any and all associated: (a) goodwill symbolized thereby; (b) rights to renew any registrations included in the Assigned Trademarks and to apply for trademark registrations based in whole or in part upon the Assigned Trademarks (including the right to claim priority therefrom); (c) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (d) rights to assign the rights conveyed herein; all of the foregoing (in (a) to (d)) to be held and enjoyed by the Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

2. Miscellaneous.

2.1 Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of the Assignor and the Assignee.

2.2 Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

2.3 Further Assurances. From time to time following the date hereof, at the sole expense of the Assignee, the Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as the Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

2.4 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Washington (without regard to principles of conflicts of law).

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

CRAFT3 CAPITAL CORPORATION
acting as a secured party

By: Rosalene H. Montell
Name: Rosalene H. Montell
Title: Chief Legal and Credit Officer

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED BY THE UNDERSIGNED:**

ASSIGNEE:

GLUTENFREEDA FLAGSHIP, LLC

By: _____
Name:
Title:

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED AND CONSENTED TO BY THE UNDERSIGNED:**

GLUTENFREEDA FOODS, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

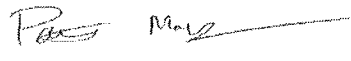
CRAFT3 CAPITAL CORPORATION
acting as a secured party

By: _____
Name:
Title:

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED BY THE UNDERSIGNED:**

ASSIGNEE:

GLUTENFREEDA FLAGSHIP, LLC

By: 
Name: Patrick Moulder
Title: Chief Financial Officer

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED AND CONSENTED TO BY THE UNDERSIGNED:**

GLUTENFREEDA FOODS, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

CRAFT3 CAPITAL CORPORATION
acting as a secured party

By: _____
Name:
Title:

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED BY THE UNDERSIGNED:**


ASSIGNEE:

GLUTENFREEDA FLAGSHIP, LLC

By: _____
Name:
Title:

**THE FOREGOING ASSIGNMENT IS HEREBY
ACCEPTED AND CONSENTED TO BY THE UNDERSIGNED:**

GLUTENFREEDA FOODS, INC.

By: 
Name: JUSTIN E GIFFORD
Title: CEO

SECURITY AGREEMENT (TRADEMARKS)

by and between

GLUTENFREEDA FOODS, INC.
(the "Borrower")


and


CRAFT3 CAPITAL CORPORATION
(the "Lender")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

Mark	Serial No. / Filing Date	Reg. No / Reg. Date	Owner
GLUTEN FREE GLUTENFREEDA CERTIFIED LESS THAN 5 PPM 100% DEDICATED FACILITY (and Design):	85/628410 05/17/2012	4385235 08/13/2013	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
			
GLUTENFREEDA	77/790675 07/27/2009	3871302 11/02/2010	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233

Mark	Serial No. / Filing Date	Reg. No / Reg. Date	Owner
GLUTENFREEDA (and Design): 	77/790685 07/27/2009	3871303 11/02/2010	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
GLUTENFREEDA	78/870408 04/26/2006	3378634 02/05/2008	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
WE MAKE GLUTEN- FREE DELICIOUS...IT'S WHAT WE DO	85/628127 05/17/2012	4254079 12/04/2012	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233