

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Softer Than Brittle LLC		04/30/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Mount Franklin Foods, LLC		
Street Address:	1800 Northwestern Dr.		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79912		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4971544	SOFTER THAN BRITTLE	
Registration Number:	4709834	SOFTER THAN BRITTLE	
CORRESPONDENCE DATA			
Fax Number:	9155331841		
<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:	915-533-1810		
Email:	hdelgado@bickerstaff.com		
Correspondent Name:	Hector Delgado		
Address Line 1:	121 Paragon Ln., Bldg. B, Ste. 1		
Address Line 4:	El Paso, TEXAS 79912		
NAME OF SUBMITTER:	Hector Delgado		
SIGNATURE:	/Hector Delgado/		
DATE SIGNED:	05/21/2018		
Total Attachments: 4			
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OP \$65.00 4971544

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("*Assignment*") is made effective as of April 30, 2018, by SOFTER THAN BRITTLE LLC, a Florida limited liability company ("*Assignor*"), in favor of MOUNT FRANKLIN FOODS, LLC, a Texas limited liability company ("*Assignee*");

WHEREAS Assignor is the owner of the trademarks (the "*Marks*") and other intellectual property, website and domain name, including copyrights to designs, graphics, content and forms used on the website and all internet traffic to the domain name, and all goodwill associated therewith (collectively, the "*Property*"), as described on Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used (the "*Products*");

WHEREAS Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks and the Property are used and for which they are registered; (2) all income, royalties, and damages due or payable to Assignor after the date hereof with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks and the Property.

Nothing herein shall affect Assignor's right to receive, and Assignee's obligation and duty to pay Assignor one-half percent (0.5%) of Assignee's net sales of products using the Trademarks (based on sales receipt collections, including the sales by any of its sublicensees), which shall be paid perpetually after Closing on a quarterly basis within thirty (30) days after the end of the applicable quarter.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions, including providing logins and passwords, that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks and the Property.


*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
EXECUTION PAGE FOLLOWS.]*

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment, as of the day and year first above written.

ASSIGNOR:

SOFTER THAN BRITTLE LLC

By:



Melissa Diedricks, Manager

ACKNOWLEDGEMENT

State of ~~Florida~~ ^{NC})
County of Buncombe)

On 5/18, 2018, before me, the undersigned Notary Public, personally appeared MELISSA DIEDRICKS, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

HAK YONG KIM
NOTARY PUBLIC
HENDERSON COUNTY, NC
My Commission Expires 12-1-2021

Hak Yong Kim
NOTARY PUBLIC
IN AND FOR
THE STATE OF FLORIDA

EXHIBIT A

MARKS AND PROPERTY

Trademarks:

Trademark: SOFTER THAN BRITTLE (word mark)
Filing Date: February 19, 2015
Registration Date: June 7, 2016
Registration Number: 4971544
Register: Principal

Trademark: SOFTER THAN BRITTLE (word mark)
Filing Date: October 2, 2014
Registration Date: March 24, 2014
Registration Number: 4709834
Register: Supplemental

Domain Names, Websites and Social Media Sites:

www.softthanbrittle.com
<https://www.facebook.com/softthanbrittlenews/>
<https://www.instagram.com/softthanbrittle/>
<https://twitter.com/sibrittle>