

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Native Foods Holdings Corporation		03/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Native Foods Acquisition, LLC		
Street Address:	1110 W. Lake Cook Rd., Suite 195A		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77244494	CALIFORNIA VEGAN	
Serial Number:	77443127	EAT PEACE	
Serial Number:	85880861	EAT SUNSHINE	
Serial Number:	78808265	NATIVE FOODS	
Serial Number:	85880885	NATIVE FOODS CAFÉ EST. 1994	
Serial Number:	86459642	DRINK PEACE	
Serial Number:	87213439	MADE WITH PLANTS	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Jennifer A. Visintine		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Jennifer A. Visintine		
SIGNATURE:	/jennifer a. visintine/		

CH \$190.00 77244494

DATE SIGNED:	06/18/2018
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 15, 2018, is made by Native Foods Holdings Corporation, a Delaware corporation (“**Seller**”) in favor of Native Foods Acquisition, LLC, a Delaware limited liability company (“**Purchaser**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of the date hereof between Purchaser and Seller (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, the Seller Intellectual Property (as defined in the Asset Purchase Agreement), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the terms on which the Trademarks are being assigned. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent

provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

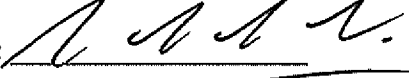
5. Successors and Assigns; Waiver. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No waiver by any party of any provision of this IP Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

NATIVE FOODS HOLDINGS CORPORATION

By: 

Name: Daniel Dolan

Title: Chairman

AGREED TO AND ACCEPTED:

NATIVE FOODS ACQUISITION, LLC

By: _____

Name:

Title:

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
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IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

NATIVE FOODS HOLDINGS CORPORATION

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

NATIVE FOODS ACQUISITION, LLC

By:  _____

Name: *Robert D. Millstone*


Title: *Manager*

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
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SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number (Application Date)	Registration Number (Registration Date)
CALIFORNIA VEGAN	77-244494 (August 1, 2007)	3,479,319 (August 5, 2008)
EAT PEACE	77-443127 (April 8, 2008)	3,530,770 (November 11, 2008)
EAT SUNSHINE	85-880861 (March 20, 2013)	4,421,780 (October 22, 2013)
NATIVE FOODS	78-808265 (February 6, 2006)	3,192,990 (January 2, 2007)
NATIVE FOODS CAFÉ & Design 	85-880885 (March 20, 2013)	4,439,259 (November 26, 2013)
DRINK PEACE	86-459642 (November 20, 2014)	Allowed - Intent to Use 5th Extension of Time Granted January 2, 2018
MADE WITH PLANTS	87-21349 (October 24, 2016)	Pending - Non-Final Action Mailed November 22, 2017