

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479210

<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>
Industrie Capital, LLC		05/29/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rare Fare Foods, LLC		
<b>Street Address:</b>	700 Anderson Hill Road		
<b>City:</b>	Purchase		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10577		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4795907	IMAGINE THAT	
<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>	3128211408		
<b>Email:</b>	trademarks@pepsico.com		
<b>Correspondent Name:</b>	Janet Silverberg		
<b>Address Line 1:</b>	555 W. Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Janet Silverberg		
<b>SIGNATURE:</b>	/janet silverberg/		
<b>DATE SIGNED:</b>	06/25/2018		
<b>Total Attachments: 1</b>			
source=US - Industrie Capital to Rare Fare Foods U.S. 4795907#page1.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of May 29, 2018 by and between Industrie Capital, LLC, ("Assignor"), in favor of Rare Fare Foods, LLC, a Delaware corporation ("Assignee"), with reference to the following facts and circumstances:

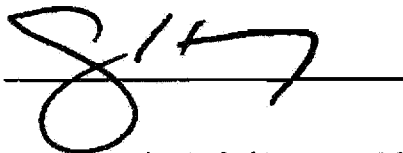
WHEREAS, Assignor owns all right, title and interest in and to the Imagine That trademark, together with all applications and registrations therefor, including, without limitation, U.S. Reg. No. 4795907 (the "Trademark");

WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademark. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademark, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademark, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademark.

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first set forth above.



By: Industrie Capital Partners, LLLC

Printed Name: Ezra Hamway

Title: Principal

Date: 5/29/2018