

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TASTY SPICE INC.		06/21/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	BEKTROM FOODS INC.		
Street Address:	6800 JERICO TURNPIKE		
Internal Address:	SUITE 207W		
City:	SYOSSET		
State/Country:	NEW YORK		
Postal Code:	11791		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3414432	LORETTA	
Registration Number:	3885214	LORETTA	
Serial Number:	86918394	CAYLEYS KITCHEN	
Serial Number:	86918492	CAYLEYS KITCHEN	
Registration Number:	4856279	HARVEST HILL	
Registration Number:	3478399	GOURMET SELECT	
Registration Number:	4667132	GOURMET SELECT	
Registration Number:	5220897	TASTEE-MAC	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9737364600		
Email:	trademarks@lawfirm.ms		
Correspondent Name:	JOEL G. MACMULL, ESQ.		
Address Line 1:	3 BECKER FARM ROAD		
Address Line 2:	SUITE 105		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
NAME OF SUBMITTER:	Joel G. MacMull, Esq.		

OP \$215.00 3414432

SIGNATURE:	/Joel G. MacMull/
DATE SIGNED:	06/26/2018
Total Attachments: 7 source=BektromFoodsIntellectualPropertyAssignmentAgreementExecuted#page1.tif source=BektromFoodsIntellectualPropertyAssignmentAgreementExecuted#page2.tif source=BektromFoodsIntellectualPropertyAssignmentAgreementExecuted#page3.tif source=BektromFoodsIntellectualPropertyAssignmentAgreementExecuted#page4.tif source=BektromFoodsIntellectualPropertyAssignmentAgreementExecuted#page5.tif source=BektromFoodsIntellectualPropertyAssignmentAgreementExecuted#page6.tif source=BektromFoodsIntellectualPropertyAssignmentAgreementExecuted#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of June 21, 2018, by and among Bektrom Foods, Inc., a Nevada Corporation (the “**Assignee**”) and Tasty Spice Inc., a Nevada corporation (the “**Assignor**”). The Assignee and Assignor are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Assignor desires to assign to Assignee all of its rights, titles and interests in and to the Assignor Party IP (as defined herein) and any other intellectual property that might exist and be owned by the Assignor;

WHEREAS, the Assignor has adopted, used and is using the marks set forth on Schedule A attached hereto, which are registered with, or for which application for registration has been filed with, the United States Patent and Trademark Office (collectively, the “**Assigned Marks**”); and

WHEREAS, the Assignor has registered the domain names set forth on Schedule B, attached hereto (collectively, the “**Assigned Domain Names**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor Party IP Assignment. Assignor hereby irrevocably conveys, transfers, assigns and delivers to the Assignee all of such Assignor Party’s rights, titles and interests in and to the following (collectively, the “**Assignor Party IP**”), subject to the existing first-priority lien of Investors Bank (the “**Senior Lender**”), the Parties’ senior secured lender, but otherwise free and clear of all liens:

(a) the Assigned Marks set forth on Schedule A attached hereto, all registrations and applications for registrations thereof and the goodwill of the businesses solely connected with the use thereof in the Business and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that such Assignor Party has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including the right to compromise, sue for and collect such profits and damages;

(b) the Assigned Domain Names set forth on Schedule B attached hereto, all registrations thereof and the goodwill of the businesses solely connected with the use thereof in the Business and symbolized thereby; and

(c) all other Intellectual Property of the Assignor and its Affiliates that primarily relates to, or primarily is used or practiced or held for use or practice in connection with, the Business (the “**Assignor Works**”), including without limitation,

- (i) certain Intellectual Property (other than Trademarks) created or developed by employees of the Assignor or any of its Affiliates primarily related to, or primarily used or practiced or held for use or practice in connection with, the Business;
- (ii) all copyrights and any other rights (including common law rights) corresponding thereto, including all rights of registration and publication, rights to create derivative works, moral rights and all other rights which are incidental to copyright ownership, in all media, now existing or created in the future, for the full term thereof, together with any renewals or extensions thereof;
- (iii) all patents and patent applications, and any continuations, continuations-in-part, divisional, provisionals, reexaminations, extensions, reissues and renewals thereof and foreign counterparts thereof; and
- (iv) all Trade Secrets, including any shop rights in any of the foregoing, for the full duration of any protection accorded such interest under applicable law;

in each case, including all rights to apply for registration and rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all claims for income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages, claims and payments for past, present or future infringements thereof, with the rights to compromise, sue for and collect the same, and the same to be held and enjoyed by the Assignor, their successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made.

2. Recordation of this Agreement. With respect to any registered Marks, the Assignor hereby request the Director of the United States Patent and Trademark Office (the “**Director**”) to record this Trademark Assignment. The Assignors hereby further request the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Royalty Fees. During the Royalty Term (as defined below), in consideration of the assignment contemplated hereby, the Assignee shall pay to the Assignor a royalty fee equal to the Fee Amount per year, payable in equal monthly installments on the first business day of each calendar month. The Fee Amount shall be prorated for partial months. For the avoidance of doubt, the Assignor shall be responsible for any and all taxes payable in respect of the Fee Amount, and the Assignee will not withhold any portion of the Fee Amount for withholding amounts and makes no representations regarding the tax treatment of the Fee Amount. For the purposes of this Section 3, the following terms shall be defined as follows:

(a) “**Employment Agreements**” means, collectively, (i) the Employment Agreement to be entered into concurrently with the Purchase Agreement between Assignee and

Thomas Barbella, and (ii) the Employment Agreement to be entered into concurrently with the Purchase Agreement between Assignee and Stephen Barbella.

(b) “**Fee Amount**” means (i) if both Employment Agreements are then valid and in effect, \$160,000, and (ii) if only one of the Employment Agreements is then valid and in effect, \$80,000.

(c) “**Royalty Term**” means the period (i) beginning on the Closing Date, as defined in that certain Membership Interest Purchase Agreement (the “**Purchase Agreement**”) to be entered into by and among by and among Thomas Barbella, Northern Foods Investments, LLC, Betec, Inc., Bektrom Holdings, LLC, Tokarz Bektrom Holdings, LLC, and Thomas Barbella, in the capacity of Members’ Representative, and (ii) ending on the date on which both of the Employment Agreements have been terminated.

4. Security Interest of Senior Lender. Pursuant to that certain Revolving Credit and Security Agreement, dated as of March 2, 2017, by and between the Assignor and Assignee, as joint and several co-borrowers (collectively, the “**Borrowers**”), and the Senior Lender, as lender (as amended by that certain First Amendment to Revolving Credit and Security Agreement, dated as of December 14, 2017, and as it may be further amended, supplemented, replaced or restated from time to time, the “**Loan Agreement**”), the Borrowers have each granted to the Senior Lender a first-priority security interest in all of their Collateral (as defined in the Loan Agreement), including, without limitation, all Intellectual Property (as defined in the Loan Agreement). As required by Section 9.15 of the Loan Agreement and as an express condition of the Senior Lender’s consent hereto, the Assignee shall execute such documents and agreements as required by the Senior Lender, in its sole discretion, to maintain its first-priority security interest in the Assignor Party IP, including, without limitation, a Patents, Trademarks and Copyrights Security Agreement.

5. Miscellaneous.

(a) Interpretation. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The word “or” shall not be exclusive. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the United States and other relevant jurisdictions in respect of trademark, copyright and patent issues and in all other respects by the laws of the State of Nevada, without giving effect to the conflict of laws rules thereof.

(c) Further Assurances. The Assignor shall, without further consideration, to promptly execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action as may reasonably be necessary, to confirm and assure the rights provided for in this Agreement (and in the Purchase Agreement with respect to this Agreement), or to give effect to the transactions contemplated by this Agreement.

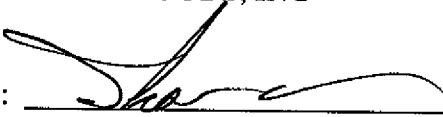
(d) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

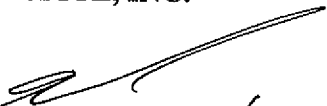
ASSIGNEE:

BEKTROM FOODS, INC

By: 
Name: Thomas Barbella
Title: President

ASSIGNOR:

TASTY SPICE, INC.

By: 
Name: Stephen Barbella
Title: Pres

Schedule A

Assigned Marks

LORETTA (standard character mark)
Registration date: April 22, 2008
Registration Number at USPTO: 3,414,432

LORETTA (design plus words mark)
Registration date: December 7, 2010
Registration Number at USPTO: 3,885,214

CAYLEY'S KITCHEN (standard character mark)
Filing date: February 24, 2016
Application Serial Number at USPTO: 86/918,394

CAYLEY'S KITCHEN (design plus words mark)
Filing date: February 24, 2016
Application Serial Number at USPTO: 86/918,492

HARVEST HILL (standard character mark)
Registration date: November 17, 2015
Registration Number at USPTO: 4,856,279

GOURMET SELECT (design plus words mark)
Registration date: July 29, 2008
Registration Number at USPTO: 3,478,399

GOURMET SELECT (standard character mark)
Registration date: January 6, 2015
Registration Number at USPTO: 4,667,132

TASTEE-MAC (standard character mark)
Registration date: June 13, 2017
Registration Number at USPTO: 5,220,897

Schedule B

Assigned Domain Names

Bektrom.com