

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Select Food Products, LLC		07/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Buddy's Kitchen, Inc.		
Street Address:	12105 Nicollet Avenue		
City:	Burnsville		
State/Country:	INDIANA		
Postal Code:	55337		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2319846	LAS GRANDE	
Registration Number:	4057635	SELECT SIGNATURES	
Registration Number:	4887821	TIMBER RIDGE FARMS	
Registration Number:	2254458	TIMBER RIDGE FARMS	
CORRESPONDENCE DATA			
Fax Number:	5125364598		
<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:	512-474-5201		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Norton Rose Fulbright US LLP		
Address Line 1:	98 San Jacinto Blvd., Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	0010054742		
NAME OF SUBMITTER:	Alicia Morris Groos		
SIGNATURE:	/Alicia Morris Groos/		
DATE SIGNED:	08/10/2018		
Total Attachments: 4			
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OP \$115.00 2319846

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of July 6, 2018 (the “**Effective Date**”) by Select Food Products, LLC, a Delaware corporation (the “**Assignor**”), for the benefit of Buddy’s Kitchen, Inc., a Minnesota corporation (the “**Assignee**”). This Assignment is made pursuant to that certain Asset Purchase Agreement dated as of July 6, 2018 by and between the Assignor and the Assignee (the “**Purchase Agreement**”). All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Grant and Assignment of Trademarks. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee, its successors, assigns, and designees, free and clear of all Encumbrances, all of Assignor’s right, title, and interest in and to those certain registered trademarks and pending applications referred to in Exhibit A attached hereto (the “**Trademarks**”), together with the goodwill of the Trademarks, the goodwill of the Assignor’s business derived therefrom, all common law trademark rights pertaining thereto, and all common law copyrights related thereto, and with respect to the pending U.S. intent-to-use applications, the portion of Assignor’s business related thereto, all of the foregoing to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made; together with all claims for damages by reason of past infringements of the Trademarks or related copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee’s successors, assigns and other legal representatives. Assignor does hereby further contribute, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Trademarks in any country foreign to the United States.

2. Further Assurances. Assignor shall, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by any applicable registrar or governmental body to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee; and Assignor shall not take any action inconsistent with the assignment, rights, title, or interests granted herein.

3. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, any officer of any country or countries foreign to the United States, and any other entity, state, provincial or local governmental authority whose duty it is to register or issue any of the Trademarks, or other evidence or forms of intellectual property protection, to issue the same to Assignee

and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.

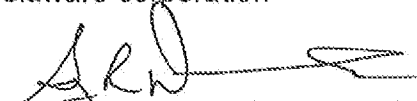
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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Signature Page Follows

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

Assignor:

SELECT FOOD PRODUCTS, LLC,
a Delaware corporation



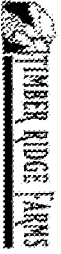
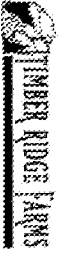
By: 

Name: Greg R. Dvorsic
Title: CEO

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 006410 FRAME: 0937

Exhibit A
Trademarks

Mark	App. No. App. Date	Reg. No. Reg. Date	Goods	Status
	75/495,319 6/2/1998	2,319,846 2/15/2000	Mexican style foods, namely, burritos, tacos, enchiladas, fajitas, pizzas, and lasagna	Registered – Renewal due 2/15/2020
	85/232,343 2/2/2011	4,057,635 11/15/2011	Breakfast sandwiches, namely, English muffins, biscuits, croissants, bagels or tortillas, filled with either eggs, cheese, sausage made from pork, chicken, turkey and/or beef, ham, bacon, Canadian bacon, or gravy, or combinations thereof; burgers and sandwiches, namely, buns, biscuits, English muffins, croissants, bagels or tortillas filled with either beef patties, beef and soy patties, chicken, rib meat, cheese or bacon, or combinations thereof; cake-like muffin tops, namely, blueberry muffin tops, chocolate chip muffin tops, poppy seed muffin tops, banana muffin tops, lemon muffin tops, raspberry muffin tops, strawberry muffin tops, nut muffin tops, cranberry muffin tops, or any combination thereof.	Registered – Renewal due 11/15/2021
TIMBER RIDGE FARMS 	86/449,294 11/10/2014	4,887,821 1/19/2016	Foods, namely, ready-to-cook meats, fully-cooked meats, scrambled egg patties, and scrambled egg patties with cheese Foods, namely, sandwiches, cheeseburger sliders, chicken sliders and breakfast burritos	Registered – Declaration of Use due 1/19/2022
	75/408,174 12/18/1997	2,254,458 6/15/1999	Foods, namely, ready-to-cook meats and fully-cooked meats	Registered – Renewal due 6/15/2019

TRADEMARK

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RECORDED: 08/10/2018