

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491516

<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>
LYFE KITCHEN IP HOLDINGS, LLC		09/11/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	L3 IP, LLC		
<b>Street Address:</b>	600 CENTRAL ST., STE. 138		
<b>City:</b>	HIGHLAND PARK		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60035		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4617754	LYFE KITCHEN	
<b>Registration Number:</b>	4339677	LYFE KITCHEN LOVE YOUR FOOD EVERYDAY	
<b>Registration Number:</b>	4335664	LYFE KITCHEN LOVE YOUR FOOD EVERYDAY	
<b>Registration Number:</b>	4520332	EAT GOOD. FEEL GOOD. DO GOOD.	
<b>Registration Number:</b>	5040541	LYFE KITCHEN FEED. YOUR. SELF.	
<b>Registration Number:</b>	4247526	LYFE KITCHEN LOVE YOUR FOOD EVERYDAY	
<b>Registration Number:</b>	4384574	LYFE KITCHEN LOVE YOUR FOOD EVERYDAY	
<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>	(312) 551-8300		
<b>Email:</b>	ipdocket@pfs-law.com		
<b>Correspondent Name:</b>	PATZIK, FRANK & SAMOTNY LTD.		
<b>Address Line 1:</b>	200 S. WACKER DRIVE, SUITE 2700		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	JORDAN HERZOG		
<b>SIGNATURE:</b>	/JORDAN HERZOG/		
<b>DATE SIGNED:</b>	09/26/2018		

OP \$190.00 4617754

**Total Attachments: 4**

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**EXHIBIT A TO  
END OF RELATIONSHIP AND TRADEMARK PURCHASE AGREEMENT**

September 11, 2018

**TRADEMARK ASSIGNMENT**

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the following entities, LYFE KITCHEN IP HOLDINGS, a Delaware limited liability company, LYFE KITCHEN RESTAURANT, LLC, a Delaware limited liability company, LYFE KITCHEN COMPANIES, LLC, a Delaware limited liability company, and Carlisle LLC, a Tennessee limited liability company (collectively, "Assignors"), hereby sell, transfer, assign, and convey to L3 IP, LLC, an Illinois limited liability company ("Assignee"), all of their respective worldwide right, title and interest in and to the trademark registrations, service mark registrations, unregistered trademarks, unregistered service marks, and common law rights specifically listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized thereby; and any renewals thereof; and all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto (collectively, the "Trademarks"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made. Assignors also assign unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignors agree without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee, at Assignee's expense, in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

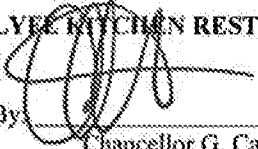
Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

[Signature Page Follows]

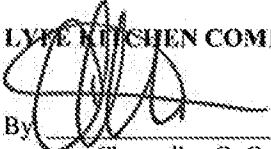
IN WITNESS WHEREOF, this Trademark Assignment has been duly executed as of the date first written above.

ASSIGNORS:


LYEE KITCHEN RESTAURANT, LLC

By  \_\_\_\_\_  
Chancellor G. Carlisle, Manager

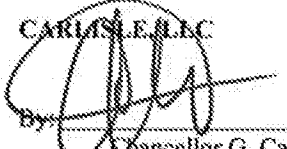
LYEE KITCHEN COMPANIES, LLC

By  \_\_\_\_\_  
Chancellor G. Carlisle, Manager

LYEE KITCHEN IP HOLDINGS, LLC




By  \_\_\_\_\_  
Chancellor G. Carlisle, Manager

CARLISLE, LLC

By  \_\_\_\_\_  
Chancellor G. Carlisle, Manager

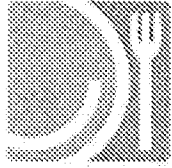
**SCHEDULE A**

**TRADEMARK / SERVICE MARK REGISTRATIONS**

<b>TRADEMARK / SERVICE MARK</b>	<b>US REGISTRATION NUMBER</b>
LYFE KITCHEN	4617754
LYFE KITCHEN LOVE YOUR FOOD EVERYDAY	4339677
LYFE KITCHEN LOVE YOUR FOOD EVERYDAY	4335664
EAT GOOD. FEEL GOOD. DO GOOD.	4520332
 LYFE KITCHEN FEED. YOUR. SELF.	5040541
 LYFE LOVE YOUR FOOD EVERYDAY	4247526
 LYFE KITCHEN <i>love your food everyday</i>	4384574

**UNREGISTERED TRADEMARKS, SERVICE MARKS AND TRADE NAMES**





- 3.
4. LYFE
5. LOVE YOUR FOOD EVERYDAY
6. FEED. YOUR. SELF.
7. AT LYFE KITCHEN, MODERN COMFORT FOOD IS OUR PASSION.
8. TASTE LYFE
9. CATER LYFE