

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488573

<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>
OrganicLife Holdings, LLC		08/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OrganicLife, LLC		
<b>Street Address:</b>	430 West Erie Street, Suite 403		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4418733	O-PA	
<b>Registration Number:</b>	4436611	VIVA BURRITO	
<b>Registration Number:</b>	4421396	MIA PASTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	91325-00002		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	09/04/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into by and between ORGANICLIFE HOLDINGS, LLC, a Delaware limited liability company, located at 430 West Erie Street, Suite 403, Chicago, Illinois 60654 (“Assignor”), and ORGANICLIFE, LLC, an Illinois limited liability company, located at 430 West Erie Street, Suite 403, Chicago, Illinois 60654 (“Assignee”).

WHEREAS, Assignor is the owner of the trademark registrations identified in Schedule A and desires to assign the trademark registrations to Assignee; and

WHEREAS, Assignee desires to accept all of Assignor’s right, title and interest in and to the trademark registrations.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor, hereby sells, transfers, assigns, and conveys to Assignee, all of Assignor’s right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future (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 sale and assignment had not been made. Assignor also assigns 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.

Assignor hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument, free of any encumbrances, and that no other agreement has been or will be executed in conflict herewith.

Assignor agrees without charge to Assignee 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 in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests 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.

This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

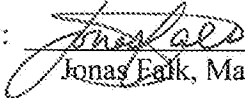
This Trademark Assignment and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal laws of, the State of Delaware without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction.

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*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

ORGANICLIFE HOLDINGS, LLC

By:  \_\_\_\_\_  
Jonas Falk, Manager

Date: August 31, 2018

Accepted this 31<sup>st</sup> day of August, 2018:

ORGANICLIFE, LLC

OrganicLife Holdings, LLC, its Manager

By:  \_\_\_\_\_  
Jonas Falk, Manager

**SCHEDULE A**

<b>TRADEMARK</b>	<b>US REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>RECORD OWNER</b>
<b>O-PA</b>	<b>4418733</b>	<b>October 15, 2013</b>	<b>OrganicLife Holdings, LLC</b>
<b>Viva Burrito</b>	<b>4436611</b>	<b>November 19, 2013</b>	<b>OrganicLife Holdings, LLC</b>
<b>Mia Pasta</b>	<b>4421396</b>	<b>October 22, 2013</b>	<b>OrganicLife Holdings, LLC</b>