

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Chef Kitchen, Inc.		09/26/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Relish Labs LLC		
Doing Business As:	Home Chef		
Street Address:	400 N. Michigan Avenue		
Internal Address:	Suite 1400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87896982	HOME CHEF KITCHEN	
Serial Number:	88032481	HOME CHEF KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	312-474-04		
<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:	312-474-6300		
Email:	docket@marshallip.com		
Correspondent Name:	Maureen Beacom Gorman		
Address Line 1:	233 S. Wacker Drive, Ste. 6300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	32740/10013-L		
NAME OF SUBMITTER:	Tiffany D Gehrke		
SIGNATURE:	/Tiffany D Gehrke/		
DATE SIGNED:	09/27/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated effective as of September 26, 2018 ("Effective Date") by and between Home Chef Kitchen, Inc., a California corporation, ("Assignor"), and Relish Labs, Inc., a Delaware Limited Liability Company ("Assignee"), each may be referred to herein as a "Party" or, collectively, the "Parties." All capitalized terms used herein that are not otherwise defined shall have the same meaning as in the Asset Purchase Agreement by and among Assignor and Assignee, effective as of September 21, 2018 (the "APA").

RECITALS

WHEREAS, this Agreement is entered into by Assignor and Assignee pursuant to the APA; and

WHEREAS, Assignor wishes to assign to the Assignee, and the Assignee wishes to accept, the assignment of all of Assignor's right, title and interest in and to the Purchased IP rights subject to the APA, which includes, but is not limited to, the Purchased IP in Exhibit A hereto (which lists the Purchased IP represented in Exhibit 1 of the APA).

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

Section 1. Assignment of the Trademarks.

Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the trademarks and trademark application listed on Exhibit A (the "Trademarks"), including (i) all of the goodwill arising from and symbolized by the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Trademarks.

Section 2. Conflicts. In the event of any conflict between this Agreement and the APA, the provisions of the APA shall prevail.

Section 3. Amendments and Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto and acknowledged and agreed in writing by the Parties. Except as set forth in the APA, no waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 4. Parties in Interest. Except as set forth in the APA, neither this Agreement nor any of the rights, duties or obligations of either party may be assigned or delegated by either party hereto except with the prior written consent of Assignor and the Assignee. Also, except as set forth in the APA, nothing in this Agreement shall confer upon any Person not a party to this Agreement (other than an assignee permitted pursuant hereto) any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic method), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the State of California to be applied. In furtherance of the foregoing, laws of the State of California will control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

Section 7. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement or any other agreements contemplated hereby were not performed in accordance with the terms hereof. Accordingly, the parties agree that, in addition to all other remedies available to the parties at law or in equity, each of them shall be entitled to injunctive relief to prevent breaches of the terms of this Agreement and to specific performance of the terms hereof.

Section 8. Notices. All notices, requests, demands, claims, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by nationally recognized overnight courier (fees prepaid), to the parties hereto at the following respective addresses (or at such other address for any such party as shall be specified by like notice):

Assignor: Elizabeth Cohen 6370 Lusk Blvd, Suite F211 San Diego, CA 92121	Assignee: Relish Labs LLC dba HOME CHEF 400 N. Michigan Ave., Suite 1400 Chicago, Illinois 60611
With a copy to: John H. Alspaugh Seltzer Caplan McMahon Vitek 750 B Street, Suite 2100 San Diego, California 92101	With a copy to: Maureen Beacom Gorman Marshall, Gerstein & Borun, LLP 233 S. Wacker Dr., Suite 6300 Chicago, Illinois 60606

All such notices and other communications shall be deemed to have been given and received (a) in the case of personal delivery, on the date of such delivery and (b) in the case of delivery by nationally recognized overnight courier, on the third business day following dispatch.

Section 9. Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction shall be ineffective without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

Home Chef Kitchen, Inc.,
a California corporation

By: Elizabeth Cohen
Name: ELIZABETH Cohen
Its: President

ASSIGNEE:

Relish Labs LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

Home Chef Kitchen, Inc.,
a California corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

Relish Labs LLC,
a Delaware limited liability company


By: _____
Name: Patrick Sullivan  _____
Its: Chief Financial Officer _____

Exhibit A: Trademarks

HOME CHEF KITCHEN (word mark), including pending U.S. application number 87/896,982

HOME CHEF KITCHEN & Design (black and white), including pending U.S. application number 88/032,481

