

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASTRA MANUFACTURING, LLC	FORMERLY ASTRA MANUFACTURING, INC.	10/09/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CORNERSTONE FOODSERVICE GROUP, INC.		
Street Address:	127 Ambassador Drive		
Internal Address:	Suite 147		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60540-4079		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2440923	ASTRA	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	6123713501		
Email:	tmg@ballardspahr.com		
Correspondent Name:	Marilyn Hargens		
Address Line 1:	80 South 8th Street		
Address Line 2:	Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Marilyn Hargens		
SIGNATURE:	/mh/		
DATE SIGNED:	11/27/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), effective as of October 9, 2018 (the “**Effective Date**”), is by and between Astra Manufacturing, LLC, a limited liability company organized under the laws of state of California and successor by conversion to Astra Manufacturing, Inc. (“**Assignor**”), and Cornerstone Foodservice Group, Inc., a corporation organized under the laws of the state of Delaware (“**Assignee**”). Assignor and Assignee are referred to hereinafter collectively as the “**Parties**” and each as a “**Party**”.

A. The Assignor is the successor owner of the trademarks set forth on Attachment A hereto (the “**Trademarks**”);

B. The Assignor, the Assignee and certain other persons are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended from time to time, the “**Purchase Agreement**”), governing, among other things, the purchase and sale of the Acquired Assets and the assignment and assumption of the Assumed Liabilities. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement; and

C. Pursuant to the Purchase Agreement, on the terms and subject to the conditions thereof, among other things, the Assignor has agreed to sell, assign, hypothecate, transfer and convey to the Assignee all of the Assignor’s right, title and interest in, to and under the Trademarks, and the Assignee has agreed to purchase, acquire, accept and assume such Trademarks on the terms and conditions set forth in the Purchase Agreement.

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

1. **Assignment.** Assignor hereby assigns and transfers exclusively to Assignee all right, title and interest of Assignor throughout the world in perpetuity in and to the Trademarks identified in Attachment A hereto, together with (i) all goodwill of the business symbolized by or associated with the Trademarks, (ii) all existing United States (federal and state) and foreign country applications and registrations for the Trademarks as identified in Attachment A hereto and all extensions and renewals thereof, (iii) the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use of any of the Trademarks, (iv) the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect to any of the Trademarks, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use of any of the Trademarks, and (v) all other corresponding rights in and to the Trademarks that are or may be secured under the laws of the United States (federal or state) or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and licensees, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. **Further Action.** To effectuate this Assignment, Assignee will be entitled to record this Assignment with the United States Patent and Trademark Office and the trademark office in China, and Assignor will provide reasonable assistance to Assignee in this regard.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the federal trademark law of the United States and the laws of the State of California, without giving effect to any choice of law or conflicting provision or rule (whether of the State of California or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of California.

* * * * *

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Parties as of the Effective Date.

Assignor:

ASTRA MANUFACTURING, LLC

By: 

Name: Richard Hourizadeh

Title: ~~Sole Member~~ *Product* (RH)

Assignee:

CORNERSTONE FOODSERVICE GROUP, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Parties as of the Effective Date.

Assignor:

ASTRA MANUFACTURING, LLC

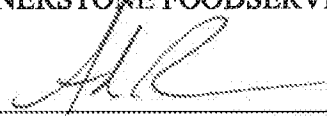
By: _____

Name: Richard Hourizadeh

Title: President

Assignee:

CORNERSTONE FOODSERVICE GROUP, INC.

By:  _____

Name: Adam Reeves

Title: Vice President

Attachment A

ASTRA AND DESIGN, U.S. Registration No. 2440923

ASTRA AND DESIGN, Registered in China, Registration No. 5171126

ASTRA AND DESIGN in Chinese Characters, Registered in China, Registration No. 5171127