

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of U.S. Trademark		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Good Food For Good Inc.		11/07/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	James Beard Foundation		
<b>Street Address:</b>	167 West 12th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	Non-Profit Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87868850	GOOD FOOD FOR GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Mason Fitch, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Mason Fitch		
<b>SIGNATURE:</b>	/ Mason Fitch /		
<b>DATE SIGNED:</b>	11/14/2018		
<b>Total Attachments: 2</b>			
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ASSIGNMENT OF U.S. TRADEMARK

ASSIGNMENT OF TRADEMARK (the "Assignment") made as of November 7, 2018 by Good Food for Good Inc., a corporation organized under the laws of Canada having its principle place of business at 196 Three Valleys Drive, Toronto, Ontario M3A 3L8 ("Assignor"), to The James Beard Foundation, a New York non-profit corporation having its principle place of business at 167 West 12<sup>th</sup> Street, New York, NY 10011 ("Assignee").

WHEREAS, Assignor has applied to register the mark GOOD FOOD FOR GOOD for ketchup with the United States Patent and Trademark Office, Application Serial No. 87868850, and has been using the GOOD FOOD FOR GOOD trademark (the "Assigned Mark") in the United States in connection with condiments since March 31, 2018; and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Assigned Mark and the goodwill with which it is associated and which is symbolized by the Assigned Mark;

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

Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assigned Mark throughout the United States, free and clear of all Liens; all rights to apply for registrations for it and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall execute and deliver to Assignee, at Assignee's expense, such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee more effectively to vest in Assignee beneficial and record title to the Assigned Mark, and to put Assignee in actual possession and operating control of such Assigned Mark.

Nothing contained herein shall be deemed to modify, direct, expand or amend any of the representations and warranties or rights and remedies of the Parties under the Agreement.

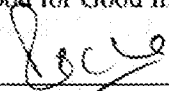
This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

EXECUTION COPY

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 7th day of November, 2018.

Good Food for Good Inc.



By: Richa Gupta, Chief Executive Officer