

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521160

| | | | |
|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CHEF'S TOUCH SALES & MARKETING, LLC | | 04/05/2019 | Corporation: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | CHEF'S TOUCH, LLC | | |
| Street Address: | 2628 11TH ST. | | |
| City: | SHEBOYGAN | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53081 | | |
| Entity Type: | Limited Liability Company: WISCONSIN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87229490 | CHEF'S TOUCH FOODS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 9202877933 | | |
| Email: | mgarrels@intellectualcounsel.com | | |
| Correspondent Name: | MANDY TRAN | | |
| Address Line 1: | 529 Ontario Ave Ste SN2 | | |
| Address Line 4: | Sheboygan, WISCONSIN 53081 | | |
| NAME OF SUBMITTER: | MANDY T. GARRELS | | |
| SIGNATURE: | /MANDY T. GARRELS/ | | |
| DATE SIGNED: | 04/29/2019 | | |
| Total Attachments: 12 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 5th day of April, 2019 (the “**Effective Date**”) by and between Chef’s Touch Sales & Marketing, LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin and having its principal place of business at 2628 N. 11th St., Sheboygan, WI 53081 (herein referred to as “**Assignors**”) and A Chefs Touch, LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin and having its principal place of business at 2628 N. 11th St., Sheboygan, WI 53081 (“**Assignee**”). Assignor and Assignee shall be referred to individually as a “**Party**” or collectively as “**Parties**”.

A. WHEREAS, Assignors own the entire right, title and interest in and to certain U.S. trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and all foreign marks and registrations as listed in attached Exhibit A (collectively the “**Marks**”);

B. WHEREAS Assignee desires to acquire all of Assignors’ right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignors desire to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

1. Assignors hereby convey and assign to Assignee, and Assignee hereby accepts from Assignors, all of Assignors’ right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignors represents and warrants that:
 - (i) Assignors own the entire right, title and interest in and to the Marks;
 - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Except for previous and ongoing implied license of said Marks to the respective businesses separately owned by Assignors at their individual capacities as of this Effective Date, Assignors have not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity.

(iv) there are no liens or security interests against the Marks;

(v) Assignors have all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignors' obligations hereunder shall not violate or conflict with any other agreement to which Assignors is a party or provision of Assignor's Operating Agreements.

3. Assignors shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignors shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignors' expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignors further agree to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

5. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in

Exhibit A

LISTING OF MARKS

1. Standard Service Mark: "CHEF'S TOUCH FOODS": A Wisconsin common law mark with pending application for federal trademark registration: United States Trademark Application Serial #: 87229490, Filing Date 4/11/2017
2. Standard Service Mark: "LET'S TAILGATE!": A Wisconsin common law mark with pending application for federal trademark registration: United States Trademark Application Serial #: 87249836, Filing Date 4/25/2017

writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Wisconsin and Eastern District Federal Court of Wisconsin, taking into account relevant federal conflict of law principals, and shall be enforceable against the parties in the courts of Wisconsin.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

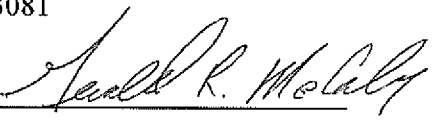
(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNORS:

CHEF'S TOUCH SALES & MARKETING, LLC

2628 N. 11th St.
Sheboygan, WI 53081

Agent Signature: 

Name: Gerald R. McCabe


Relationship: Member

Date: 3/05/2019

ASSIGNEE:

A CHEFS TOUCH, LLC

2628 N. 11th St.
Sheboygan, WI 53081

Signature: 

Name: Gerald R. McCabe

Relationship: Member

Date: 3/05/2019

Exhibit B
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, Chef's Touch Sales & Marketing, LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin and having its principal place of business at 2628 N. 11th St., Sheboygan, WI 53081 (herein referred to jointly as "Assignors") owns all the right, title and interest in and to the trademarks and service marks in common law and in federal law, including federal trademark applications filed through the United States Trademark Office and their registration resulting therefrom, identified in Schedule A hereto (the "Marks") and all foreign marks by their common law rights, applications and registrations everywhere in the world; and


WHEREAS, A Chefs Touch, LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin and having its principal place of business at 2628 N. 11th St., Sheboygan, WI 53081 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNORS:
CHEF'S TOUCH SALES & MARKETING, LLC
2628 N. 11th St.
Sheboygan, WI 53081

ASSIGNEE:
A CHEFS TOUCH, LLC
2628 N. 11th St.
Sheboygan, WI 53081

Agent Signature: 

Signature: 

Name: Gerald R. McCabe

Name: Gerald R. McCabe

Relationship: Member

Relationship: Member

Date: 4-26-19

Date: 4-26-19

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: Wisconsin)
County of: Sheboygan)
)

On April 26, 2019 before me, Mary J Schupp
personally appeared Gerald R McCabe

who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

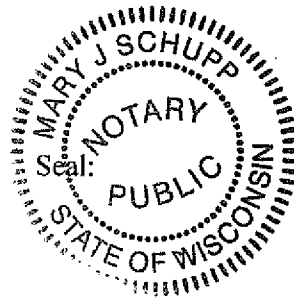
I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

Witness by hand and official seal:

Signature: Mary J Schupp

Date: 4/26/19

exp: 2-2-2023



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B. WHEREAS Assignee desires to acquire all of Assignors’ right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignors desire to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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1. Assignors hereby convey and assign to Assignee, and Assignee hereby accepts from Assignors, all of Assignors’ right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignors represents and warrants that:
 - (i) Assignors own the entire right, title and interest in and to the Marks;
 - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Except for previous and ongoing implied license of said Marks to the respective businesses separately owned by Assignors at their individual capacities as of this Effective Date, Assignors have not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity.

(iv) there are no liens or security interests against the Marks;

(v) Assignors have all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignors' obligations hereunder shall not violate or conflict with any other agreement to which Assignors is a party or provision of Assignor's Operating Agreements.

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writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

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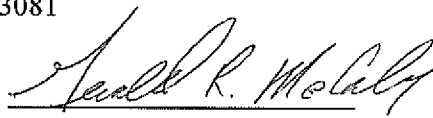
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2628 N. 11th St.
Sheboygan, WI 53081

Agent Signature: 

Name: Gerald R. McCabe

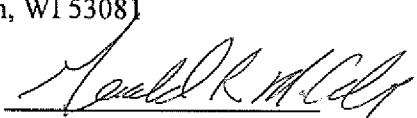
Relationship: Member

Date: 3/05/2019

ASSIGNEE:

A CHEFS TOUCH, LLC

2628 N. 11th St.
Sheboygan, WI 53081

Signature: 

Name: Gerald R. McCabe

Relationship: Member

Date: 3/05/2019

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CHEF'S TOUCH SALES & MARKETING, LLC
2628 N. 11th St.
Sheboygan, WI 53081

ASSIGNEE:
A CHEFS TOUCH, LLC
2628 N. 11th St.
Sheboygan, WI 53081

Agent Signature: 

Signature: 

Name: Gerald R. McCabe

Name: Gerald R. McCabe

Relationship: Member

Relationship: Member

Date: 4-26-19

Date: 4-26-19

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: Wisconsin)
County of: Sheboygan)
)

On April 26, 2019 before me, Mary J Schupp
personally appeared Gerald R McCabe

who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

Witness by hand and official seal:

Signature: Mary J Schupp

Date: 4/26/19

exp: 2-2-2023

