

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EASYLUNCHBOXES.COM, INC.		03/29/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BEAR DOWN BRANDS, LLC		
Street Address:	14505 Astronautics Lane		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92647		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4134013	EASYLUNCHBOXES	
CORRESPONDENCE DATA			
Fax Number:	97-5972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	34540.6		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz, Esq./		
DATE SIGNED:	05/16/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of March 29, 2019 (the "Effective Date") by EasyLunchboxes.com, Inc., a California corporation (the "Assignor"), for the benefit of Bear Down Brands, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor, the Assignee, and Kelly Lester have entered into that certain Asset Purchase Agreement dated as of March 29, 2019 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon request of Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may be required to record and perfect the rights granted herein.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the

terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

7. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

EASYLUNCHBOXES.COM, INC.

By: Kelly Lester
Name: Kelly Lester
Title: CEO

Address:

539 Malcolm X Blvd., #5D
New York, NY 10037
Attention: Kelly Lester
E-mail: kelly@kellylester.com

STATE OF New York, COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 29 day of MARCH 2019, by Kelly Lester, the 29 of MARCH, a _____, on behalf of said company. He/she is personally known to me or produced California driver license as identification.

Rudra Dasari
Notary Public
RUDRA DASARI
Notary Public, State of New York
Registration No. 01DA6384598
Qualified in New York County
Commission Expires Dec. 17, 2022

checked California driver lic.
exp date: 9/10/2020

Typed, printed or stamped name of Notary Public

My Commission Expires: 12/17/2022

AGREED AND ACCEPTED:

BEAR DOWN BRANDS, LLC

By: 

Name:

Title:

Address:

BEAR DOWN BRANDS, LLC

14505 Astronautics Ln

Huntington Beach, CA 92647

Attn: Chief Financial Officer

Email: scott.perlman@pureenrichment.com

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006647 FRAME: 0466

SCHEDULE A

Marks

Jurisdiction	Mark	Status	Registration No. (Application Serial No.)	Filing Date	Registration Date
U.S.	EASYLUNCHBOXES	Registered	4,134,013	February 8, 2011	May 1, 2012