

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529177

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900498461

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Simply Fresh Foods, Inc.	FORMERLY Fresh Food Concepts, Inc.	11/21/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Simply Fresh, LLC
Street Address:	8080 North Central Expressway, Suite 1490
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	87401408	EATWISE
Serial Number:	87401421	EATWISE
Serial Number:	87980725	EATWISE
Registration Number:	1553101	RIO DE ORO
Registration Number:	1554894	ROJO'S
Registration Number:	5629600	EATWISE

CORRESPONDENCE DATA

Fax Number: 4192438502
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.

Phone: 419-243-1294
Email: ssm@ssm-law.com
Correspondent Name: Charles R. Schaub
Address Line 1: 1115 Adams St., P.O. Box 916
Address Line 2: Schaffer, Schaub & Marriott, Ltd.
Address Line 4: Toledo, OHIO 43697-0916

ATTORNEY DOCKET NUMBER:	LAKE-38
NAME OF SUBMITTER:	Charles R. Schaub

SIGNATURE:	/Charles R. Schaub/
DATE SIGNED:	06/25/2019
Total Attachments: 6 source=20190625_155101#page1.tif source=20190625_155101#page2.tif source=20190625_155101#page3.tif source=20190625_155101#page4.tif source=20190625_155101#page5.tif source=20190625_155101#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of November 26, 2018, by Simply Fresh Foods, Inc., a Delaware corporation, with business offices located at 11215 Knott Avenue, Cypress, California 90630 ("Assignor"), for the benefit of Simply Fresh, LLC, a Delaware limited liability company, with business offices located at 8080 North Central Expressway, Suite 1490, Dallas, Texas 75206 ("Assignee").

RECITALS

WHEREAS, Assignor, Assignee, FFC Holdings, LLC, a Delaware limited liability company, and Ancor Holdings, LP, a Delaware limited partnership, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement;

WHEREAS, Assignor desires to assign, transfer and convey all of Assignor's interest in all trademarks, trade names and service marks included within the Assets to Assignee, and Assignee desires to accept and receive such interest; and

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee all of Assignor's worldwide right, title and interest in, to and under the trademarks, trade names and service marks listed on Exhibit A attached hereto, including but not limited to all common law rights, and any and all U.S. and foreign registrations, applications for registration, renewal registrations and applications for renewal registrations, extensions and foreign counterparts therefor or thereof (collectively, the "Assigned Trademarks"), together with the ongoing goodwill symbolized by the Assigned Trademarks, as well as all rights to sue for and recover and retain past and future legal or equitable relief, including damages, costs, expenses or attorneys' fees, for infringement of the Assigned Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Further Obligations. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts required in order to vest all Assignor's rights, title and interest in and to the Assigned Trademarks in Assignee.

3. Miscellaneous.

(a) Conflicts. This Trademark Assignment is executed and delivered in connection with and subject to the Asset Purchase Agreement. This Trademark Assignment does not replace, substitute for, expand, extinguish, impair or limit in any way the rights, obligations, claims, or remedies of any party under the terms and conditions of the Asset Purchase Agreement. In the event of a conflict between the terms and conditions set forth in this Trademark Assignment and the terms and conditions set forth in the Asset Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Asset Purchase Agreement shall prevail, govern, and control in all respects.

(b) Entire Agreement, Amendment. This Trademark Assignment, the Asset Purchase Agreement and the related documents contained as Exhibits and Schedules thereto or expressly contemplated thereby contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Trademark Assignment may be amended, supplemented or modified, and any provision hereof may be waived, only by written instrument making specific reference to this Trademark Assignment signed by the party against whom enforcement is sought.

(c) Binding Effect; Assignment. This Trademark Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Trademark Assignment nor any of the rights, interests or obligations hereunder may be assigned or delegated by Assignor or Assignee without the prior written consent of Assignor or Assignee, as applicable, and any purported assignment or delegation in violation hereof will be null and void; except that Assignee may assign its rights and obligations under this Trademark Assignment to any secured lender of Assignee or any direct or indirect wholly owned subsidiary of Assignee or to any direct or indirect successor to all or substantially all of the assets or business of Assignee. This Trademark Assignment is not intended to confer any rights or benefits on any Person other than the parties hereto.

(d) Counterparts. This Trademark Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Trademark Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received signature pages from all parties signatory to this Trademark Assignment.

(e) Interpretation. The article and section headings contained in this Trademark Assignment are solely for the purpose of reference, are not part of the agreement of the parties and will not in any way affect the meaning or interpretation of this Trademark Assignment.

(f) GOVERNING LAW. THIS TRADEMARK ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.


(g) Severability. The invalidity or unenforceability of any provision of this Trademark Assignment will not affect the validity or enforceability of any other provision of this Trademark Assignment, each of which will remain in full force and effect, so long as the economic or legal substance of the transactions contemplated by this Trademark Assignment is not affected in a manner materially adverse to any party.

Signature page follows.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first written above.

ASSIGNOR:

SIMPLY FRESH FOODS, INC., a Delaware corporation

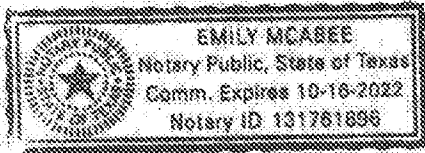
By: 
Name: Raymond Kingsbury
Title: Vice President

*Acknowledgement

State of)
Texas)
County of)
Tarrant

On this 21 day of November, before me, Emily McAbee, personally appeared Raymond Kingsbury of Simply Fresh Foods, Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Emily McAbee
Notary Public

(Signature page to Trademark Assignment)

IN WITNESS WHEREOF, Assignee has executed this Trademark Assignment as of the day and year first written above.

ASSIGNEE:

SIMPLY FRESH, LLC, a Delaware limited liability company

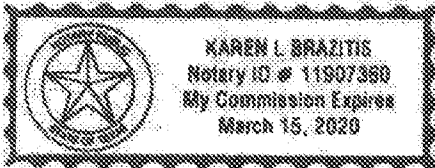
By: [Signature]
Name: VP
Title: VP

*Acknowledgement

State of ~~Texas~~)
County of ~~Dallas~~

On this 21st day of November 2015 before me, Karen L. Brazitis, personally appeared [Signature] VP of Simply Fresh, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT A TO TRADEMARK ASSIGNMENT


	<u>Owner</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>
1.	Simply Fresh Foods, Inc.	RIO DE ORO	73730566	1553101	08/22/1999
2.	Simply Fresh Foods, Inc.	ROJO'S	73729896	1554894	09/05/1989
3.	Simply Fresh Foods, Inc. (f/k/a Fresh Food Concepts, Inc.)	SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER and Design	85533177		February 3, 2012
4.	Simply Fresh Foods, Inc. (f/k/a Fresh Food Concepts, Inc.)	SASSI FRESH	85533172		February 3, 2012
5.	Simply Fresh Foods, Inc.	EATWISE	87978897		April 6, 2017
6.	Simply Fresh Foods, Inc.	EATWISE	87401408		April 6, 2017
7.	Simply Fresh Foods, Inc.	EATWISE and design	87401421		April 6, 2017
8.	Simply Fresh Foods, Inc. (f/k/a Fresh Food Concepts, Inc.)	ULTIMATE GOURMET	75699607	2594779	July 16, 2002
9.	Simply Fresh Foods, Inc. (f/k/a Fresh Food Concepts, Inc.)	ULTIMATE DIPS	76374942	2627005	September 24, 2002
10.	Simply Fresh Foods, Inc.	SAN FRANCISCO FOODS			
11.	Simply Fresh Foods, Inc. (f/k/a Fresh Food Concepts, Inc.)	SEÑOR FELIX'S	75420806	2205865	November 24, 1998
12.	Simply Fresh Foods, Inc.	SIMPLY FRESH FOODS			
13.	Simply Fresh Foods, Inc.	FRESH FOOD CONCEPTS			
14.	Simply Fresh Foods, Inc. (f/k/a Fresh Food Concepts, Inc.)	SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER and Design (Canada)	1588482		August 1, 2012
15.	Simply Fresh Foods, Inc. (f/k/a Fresh Food Concepts, Inc.)	SASSI FRESH (Canada)	1588413		August 1, 2012
16.	Simply Fresh Foods, Inc. (f/k/a Fresh Food Concepts, Inc.)		73730384	1562381	October 24, 1989

Exhibit A to Trademark Assignment

4817-0906-71303

TRADEMARK
REEL: 006677 FRAME: 0922




17.	Simply Fresh Foods, Inc.				
18.	Simply Fresh Foods, Inc.				
19.	Simply Fresh Foods, Inc.				

Exhibit A to Trademark Assignment

4817-0906-71303