

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AloStar Capital Finance, as Administrative Agent and Collateral Agent		06/18/2019	Bank: ALABAMA
RECEIVING PARTY DATA			
Name:	AOG, LLC		
Street Address:	666 Fifth Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86642307	TRUFOODMFG	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	zbeal@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	089998-0046		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	06/25/2019		
Total Attachments: 6			
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ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY AGREEMENT (“Agreement”) is entered into as of this 18th day of June, 2019, by and between **ALOSTAR CAPITAL FINANCE**, as administrative agent and collateral agent (“Assignor”), and **AOG, LLC**, a Delaware limited liability company (“Assignee”).

R E C I T A L S:

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code, dated as of June 18, 2019, between Assignor as the “Secured Party” and Assignee as the “Purchaser” (as the same may be amended from time to time, the “Purchase Agreement”), pursuant to which Assignor agreed to sell to Assignee the “Surrendered Collateral” described therein. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Purchase Agreement.

B. Assignor and Assignee are entering into and delivering this Agreement in accordance with the terms of the Purchase Agreement and in order to implement the terms and provisions thereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee without any restrictions, limitations or reservations, all of Assignor’s right, title and interest in and to the Intellectual Property made a part of the Surrendered Collateral, including, without limitation, the assets set forth below, as well as all of Assignor’s duties and obligations to be performed or arising on or after the date hereof in connection therewith, and Assignee hereby accepts the foregoing assignment of Assignor’s right, title and interest in, as well as the duties and obligations arising in connection therewith, including, without limitation, the assets set forth below, and agrees to be bound by and to assume such duties and obligations arising in connection therewith to be performed or arising on or after the date hereof and to indemnify and hold Assignor harmless pursuant to the terms and subject to the conditions of the Purchase Agreement:

- a) the trademarks listed on Exhibit A and all trademark rights associated therewith;
- b) the domain names and web sites (including all sub-domains and related URLs) listed on Exhibit B; and
- c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Further Assurances. Each Party shall execute and deliver to the other any additional instrument or other document that such other Party reasonably requests to evidence the assignment of the Assigned Rights hereunder promptly upon request. Assignor shall cooperate and assist Assignee in obtaining any consents required to effectuate this Agreement.

3. Governing Law. This Assignment shall be deemed to be an agreement made under the laws of the State of Illinois and for all purposes shall be governed by and construed in accordance with such laws, excluding, however, the provisions related to conflict of laws.

4. Counterparts. This Assignment may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date first above written.

ASSIGNOR:

ALOSTAR CAPITAL FINANCE,
As Administrative Agent and Collateral Agent

By: *Byron M. McCormick*
Name: ~~David Walker~~ *Byron M. McCormick*
Its: ~~Managing Director~~ *AVM*

ASSIGNEE:

AOG, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date first above written.

ASSIGNOR:

ALOSTAR CAPITAL FINANCE,
As Administrative Agent and Collateral Agent

By: _____
Name: David Walker
Its: Managing Director

ASSIGNEE:

AOG, LLC

By: _____
Name: Ted Schouten
Its: Chief Executive Officer, Secretary
and Treasurer

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Patents, Trademarks, and Copyrights

(i) Patents: None.

(ii) Trademarks:

<u>Trademarks</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
TRUFOODMFG	AOG, LLC	May 27, 2015	Pending	86642307

(iii) Copyrights: None

2481698.1

EXHIBIT B

Domain Names and Websites

None.