

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partners for Growth V, L.P.		08/15/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PFG IP LLC		
Street Address:	1751 Tiburon Boulevard		
City:	Tiburon		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4875597	CHEF'D	
Registration Number:	4875598	CHEF'D	
Registration Number:	4875593	CHEF'D	
Registration Number:	4875594	CHEF'D	
Registration Number:	4875595	CHEF'D	
Registration Number:	4875596	CHEF'D	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1119494 TM		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		

OP \$165.00 4875597

DATE SIGNED:	08/16/2019
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Total Attachments: 8

- source=Trademark Cover Sheet with IP Assign Agmt-PFG IP LLC#page2.tif
- source=Trademark Cover Sheet with IP Assign Agmt-PFG IP LLC#page3.tif
- source=Trademark Cover Sheet with IP Assign Agmt-PFG IP LLC#page4.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of August 15, 2019, is made by Partners for Growth V, L.P. ("Assignor"), a Delaware limited partnership, located at 1751 Tiburon Boulevard, Tiburon, CA 94920, in favor of PFG IP LLC ("Assignee"), a Delaware limited liability company, located at 1751 Tiburon Boulevard, Tiburon, CA 94920.

WHEREAS, Assignor, on the one hand, and Assignee, on the other hand, are parties to that certain Contribution Agreement of substantially even date herewith pursuant to which Assignor agreed to convey, assign, transfer and deliver to Assignee all of Assignor's: (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, (b) trade secret rights, including all rights to unpatented inventions and know-how, and confidential information; (c) mask work or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (e) trademarks, service marks, and trade names (collectively "Trademarks"), whether or not any of the foregoing are registered, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by any such Trademarks; (f) domain names and ownership thereof, domain registry, domain servers, location and administrative contact information, web hosting and related services and facilities, (g) computer software and computer software products; (h) designs and design rights; (i) technology; (j) all claims for damages by way of past, present and future infringement of any of the rights included above; and (k) all licenses or other rights to use any property or rights of a type described above (collectively, the "Intellectual Property"); and

WHEREAS, Assignor, pursuant to the Contribution Agreement, is obligated to execute and deliver this IP Assignment, and has agreed to execute and deliver this IP Assignment, which may be (a) recorded with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions, and (b) presented to domain name registrars and any other third parties to evidence the transfer of the Intellectual Property to Assignee.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property, including, without limitation, the following (collectively, the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, to the extent of Assignor's interest therein, if any (the "Patents");

(b) the Trademarks set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) Assignor's interest, if any, in the domain registrations set forth on Schedule 4;

(e) 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;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee.

3. DISCLAIMER. ASSIGNEE ACKNOWLEDGES THAT THE TRANSFERRED ASSETS WILL BE TRANSFERRED AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING ANY OF THE TRANSFERRED ASSETS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO (A) THE CONDITION OR MERCHANTABILITY OF THE TRANSFERRED ASSETS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSES OR USE; (B) INFRINGEMENT OR NON-INFRINGEMENT BY ANY OF THE TRANSFERRED ASSETS ON ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY ANY THIRD PARTY; AND (C) INFRINGEMENT OR NON-INFRINGEMENT BY ANY THIRD PARTY (WHETHER BY REASON OF LATENT DEFENSES OR OTHERWISE) ON ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT CONSTITUTE ANY OF THE TRANSFERRED ASSETS;

PROVIDED, HOWEVER, THAT ASSIGNOR REPRESENTS AND WARRANTS THAT THEY HOLD TITLE TO THE TRANSFERRED ASSETS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, INCLUDING WITHOUT LIMITATION PACA LIENS.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of date first written above.

ASSIGNOR:

PARTNERS FOR GROWTH V, L.P.

By: Partners for Growth V, LLC,
its general partner

By: 

Name: Aemilia Brattstrom

Title: manager

ASSIGNEE:

PFG IP LLC

By: PFG Managers, LLC
its sole member

By: 

Name: Andrew Kovacs

Title: Manager

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Food & Beverage Display Cooler	US	29/626,457	

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
CHEF'D	US	4,875,597	12/22/2015
CHEF'D	US	4,875,598	12/22/2015
CHEF'D	US	4,875,593	12/22/2015
CHEF'D	US	4,875,594	12/22/2015
CHEF'D	US	4,875,595	12/22/2015
CHEF'D	US	4,875,596	12/22/2015

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Serial	Filing Date

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date

SCHEDULE 4

ASSIGNED DOMAIN NAMES

DOMAIN RIGHTS

Domain Name	Domain Host	Administrative Contact of Record	Owner	Expiry Date of Domain
Athomefoodreviews.com	godaddy			
Chefd.com	godaddy			
Chefd.me	godaddy			
Getchefd.com	godaddy			
Mealstore.com	godaddy			
Mymealkits.com	godaddy			
Chefdmealkit.com	godaddy		Gwendolyn Wilson	4/4/2021
Chefdmealkits.com	godaddy		Gwendolyn Wilson	4/4/2021