

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539563

|   |  |                       |                                      |
|---|--|-----------------------|--------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                      |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                                      |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                      |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                   |
| Company Kitchen, LLC  |  | 08/31/2019            | Limited Liability Company:<br>KANSAS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                      |
| <b>Name:</b>  | Treat America Limited                              |                       |                                      |
| <b>Street Address:</b>  | 2400 Yorkmont Road                                 |                       |                                      |
| <b>Internal Address:</b>  | Attn: Kathy Keller                                 |                       |                                      |
| <b>City:</b>  | Charlotte  |                       |                                      |
| <b>State/Country:</b>   | NORTH CAROLINA                                     |                       |                                      |
| <b>Postal Code:</b>   | 28217  |                       |                                      |
| <b>Entity Type:</b>   | Corporation: KANSAS                                |                       |                                      |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                                      |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                      |
| <b>Registration Number:</b>   | 4403668  | COMPANY KITCHEN       |                                      |
| <b>Registration Number:</b>   | 4403687  | COMPANY KITCHEN CK    |                                      |
| <b>Registration Number:</b>   | 5095916  | CO. JOE               |                                      |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                      |
| <b>Fax Number:</b>  | 7042955389   |                       |                                      |
| <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> |  |                       |                                      |
| <b>Phone:</b>   | 704-328-2838                                       |                       |                                      |
| <b>Email:</b>   | legal.trademarks-copyrights@compass-usa.com        |                       |                                      |
| <b>Correspondent Name:</b>  | Compass Group USA, Inc.                            |                       |                                      |
| <b>Address Line 1:</b>  | 2400 Yorkmont Road                                 |                       |                                      |
| <b>Address Line 2:</b>  | Attn: Kathy Keller                                 |                       |                                      |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28217                    |                       |                                      |
| <b>NAME OF SUBMITTER:</b>   | Kathy Keller                                       |                       |                                      |
| <b>SIGNATURE:</b>   | /kathy keller/                                     |                       |                                      |
| <b>DATE SIGNED:</b>   | 09/05/2019   |                       |                                      |
| <b>Total Attachments: 4</b>   |  |                       |                                      |
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source=Active\_120783929\_1\_Compass - 365 - Executed IP Assignment Agreement (CK to TAL)#page3.tif  
source=Active\_120783929\_1\_Compass - 365 - Executed IP Assignment Agreement (CK to TAL)#page4.tif

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (the "Assignment") is effective as of August 31, 2019, by and between Company Kitchen, LLC, a Kansas limited liability company ("Assignor"), and Treat America Limited, a Kansas corporation ("Assignee").

**WHEREAS**, Assignor owns certain trade names, trademarks, service marks and other proprietary rights (including without limitation related commercial symbols and trade dress), as further identified and set forth on Schedule 1 (collectively, the "Marks");

**WHEREAS**, Assignor may own certain domain names identified and set forth on Schedule 2 (collectively, the "Domain Names");

**WHEREAS**, Assignor is a party to the agreement identified on Schedule 3 (collectively, the "License Agreement");

**WHEREAS**, Assignor desires to assign its rights in the Marks, Domain Names and License Agreement to Assignee, and Assignee is desirous of acquiring all of Assignor's rights, titles and interests in and to the Marks, Domain Names and License Agreement, together with the registrations and the goodwill attached to the Marks and Domain Names;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises set for herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors, legal representatives and assigns, and Assignee hereby assumes such assignment of, all of Assignor's rights, titles and interests in and to and under the Marks solely within the United States of America, including without limitation the registrations identified on Schedule 1, together with the goodwill appertaining thereto.

2. Assignor hereby assigns, transfers and conveys to Assignee, its successors, legal representatives and assigns, and Assignee hereby assumes such assignment of, all of Assignor's rights, titles and interests in and to and under the Domain Names, including without limitation the registrations identified on Schedule 2, together with the goodwill appertaining thereto.

3. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, benefits, privileges and interest in, and all of Assignor's burdens, obligations and liabilities in connection with, the License Agreement. Assignee hereby accepts and assumes all such right, title and interest as well as all liabilities, burdens and obligations of Assignor under the License Agreement and agrees to observe and perform all duties, terms, obligations, provisions and covenants of Assignor under the License Agreement.

4. Assignor hereby agrees to authorize the Commissioner of Patents and Trademarks of the United States of America to record the title of Assignee, its successors, legal representatives and assigns, as owner of all rights, titles and interests in and to the Marks, together with all goodwill symbolized by the Marks, within the United States of America, and to issue the Certificates of Registration resulting from any such application for registration of the Marks or renewal of any existing registration of the Marks to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

5. As further consideration for this Assignment, and all other obligations on the part of Assignor set forth in this Assignment, Assignee has agreed to grant to Assignor a license to use the Marks and License Agreement under certain terms and conditions as set forth in a license agreement to be signed contemporaneously with this Assignment.

6. Assignor agrees to, at Assignee's reasonable request and expense, execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to carry out the transfer of the Marks, Domain Names and License Agreement.

7. This Assignment and all rights and obligations of the parties hereto shall be governed by and construed in accordance with North Carolina law and the parties hereto irrevocably and unconditionally hereby submit to the jurisdiction of the Courts of North Carolina and waive any objections they may have as to venue.

8. This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute a single instrument.

[Signature page follows.]

**IN WITNESS WHEREOF**, Assignor and Assignee have signed this Assignment on the day shown below.

**ASSIGNOR:**

**COMPANY KITCHEN, LLC**

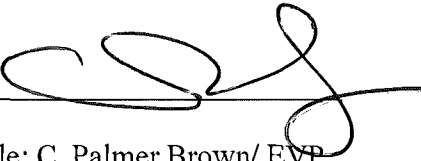
By: 

Name/Title: C. Palmer Brown/ EVP

Date: August 31, 2019

**ASSIGNEE:**

**TREAT AMERICA LIMITED**

By: 

Name/Title: C. Palmer Brown/ EVP

Date: August 31, 2019

*Signature Page to Assignment Agreement (CK to TAL)*

**TRADEMARK**  
**REEL: 006737 FRAME: 0077**

**SCHEDULE 1**  
**Marks**

Registered U.S. service marks, including the below and all other "CK" and/or "COMPANY KITCHEN" related trademarks, service marks, trade names, logos and tag lines, and all copyright and design rights held by Assignor with respect to any of the foregoing, solely within the United States of America:



1. COMPANY KITCHEN, Registration Number: 4403668
2. COMPANY KITCHEN & Design, Registration Number: 4403687



3. CO. JOE & Design, Registration Number: 5095916



Common law marks, including:

- 
- 
- Company Kitchen
- CK
- CK Market
- Co Joe
- DNA
- 9-2-5
- CK Café
- CK Vending
- CK Catering
- CK Coffee
- CK Kids
- Food4Life
- Smokin BBQ
- CK University
- Evolution Brands:
  - Pangea
  - Tavolo
  - Baker & Butcher
  - Beach and Burough