

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Desert Premium Group, LLC		12/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Treasure Valley Food Holdings, LLC		
Street Address:	851 N. Hickory Avenue, Suite 200		
City:	Meridian		
State/Country:	IDAHO		
Postal Code:	83642		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87872206	HATCH KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	585-263-1000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen Mollnow Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	38726-48		
NAME OF SUBMITTER:	Kristen Mollnow Walsh		
SIGNATURE:	/kristenmollnowwalsh/		
DATE SIGNED:	12/23/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), is made as of December 23, 2019, by Desert Premium Group, LLC, a Delaware limited liability company (the "Assignor"), in favor of Treasure Valley Food Holdings, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor is the owner of the trademark set forth on Schedule A hereto (the "Assigned Trademark"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee, as the successor to ongoing and existing business to which the Assigned Trademark pertains, wishes to accept the assignment of all right, title and interest of Assignor in and to the Assigned Trademark.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademark, together with the goodwill of the business symbolized by the Assigned Trademark, including any and all associated: (i) rights to renew any registrations included in the Assigned Trademark and to apply for trademark registrations based in whole or in part upon the Assigned Trademark (including the right to claim priority therefrom); (ii) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (iii) rights to assign the rights conveyed herein; all of the foregoing (in (i) to (iii)) to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).

4. **Counterparts.** This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

5. **Further Assurances.** From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or

cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

6. **Amendments; Severability.** This Assignment shall not be amended, modified or supplemented except by a written instrument signed by the Assignor and the Assignee. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Remainder of page intentionally left blank.

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

ASSIGNOR:

DESERT PREMIUM GROUP, LLC

By: _____

Name: Jorge Ayon

Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read 'Jorge Ayon', is written over a horizontal line. The signature is stylized and cursive.

[Signature Page to Hatch Kitchen Trademark Assignment]

**TRADEMARK
REEL: 006824 FRAME: 0831**

Schedule A

Assigned Trademark

Mark	App. No. / Filing Date	Class and Goods	Owner of Record
HATCH KITCHEN	87/872206 04/11/2018	<p>Class 29: Packaged frozen and refrigerated Mexican-style appetizers or snack foods consisting primarily of meat, chicken, egg, seafood, fish, vegetables, beans, and/or cheese; packaged frozen and refrigerated Mexican-style prepared entrees consisting primarily of meat, chicken, egg, seafood, fish, vegetables, beans, and/or cheese; meat-based snack foods; poultry-based snack foods; potato-based snack foods; processed peppers</p> <p>Class 30: Burritos; taquitos; chimichangas; tamales; enchiladas; quesadillas; tacos; nachos; tortillas; salsas; sauces; marinades; chile sauces; packaged frozen and refrigerated grain and bread-based appetizers; packaged frozen and refrigerated Mexican-style prepared entrees consisting primarily of rice; packaged frozen and refrigerated foods consisting of a dough-based wrapper with fillings consisting primarily of meats, poultry, beans, vegetables, and/or cheese; Mexican-style sandwiches and sandwich wraps; fried food items, namely, breaded Mexican rolls; casseroles consisting primarily of rice or pasta</p>	Desert Premium Group, LLC