

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anova Food, LLC		01/31/2020	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Tonos US LLC
Street Address:	501 W Broadway
Internal Address:	Ste 1540
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5073282	ANOVA
Registration Number:	2101529	ANOVA
Registration Number:	5073281	ANOVA
Registration Number:	2561821	CLEARSMOKE
Registration Number:	4294478	FISHING AND LIVING
Registration Number:	5815507	MAKI MAKERS
Registration Number:	5218513	MYFISH
Registration Number:	5397506	MYFISH BY ANOVA
Registration Number:	4105536	NATURAL BLUE
Registration Number:	4105533	SEARENITY
Registration Number:	5218510	YOI UMI
Serial Number:	88393479	ANOVA
Serial Number:	88113982	FISHING & LIVING IMPROVING LIFE IN THE F
Serial Number:	87334302	SEASONED CHEF

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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.

Email: ebensoul@paulweiss.com, agershoig@paulweiss.com,
aspoto@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Elana D. Bensoul

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	22040-004
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NAME OF SUBMITTER:	Elana D. Bensoul
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SIGNATURE:	/edb/
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DATE SIGNED:	02/04/2020
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Total Attachments: 5

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Trademark Assignment Agreement (US)

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of January 31, 2020, by and between Anova Food, LLC, a Virginia limited liability company located at 280 10th Avenue, San Diego, California 92101, U.S.A., ("Assignor"), and Tonos US LLC, a Delaware limited liability company located at 501 W Broadway Ste 1540, San Diego, California 92101, U.S.A. ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated as of the date hereof (the "Agreement"), Assignor has assigned all right, title and interest in and to the US Business Assigned IP Assets (as defined by reference therein), including any and all trademark registrations and pending trademark applications listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the US Business Assigned IP Assets, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, the Assignor hereby conveys, assigns, and transfers to the Assignee all of the Assignor's right, title and interest in, to and under (i) the Trademarks, (ii) all goodwill connected with and symbolized by the Trademarks, and (iii) and all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and/or future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained herein, the US Business Assigned IP Assets shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the transfer, assignment and/or conveyance of the US Business Assigned IP Assets hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC 1051(c) or (d), unless and until such time that the transfer, assignment and/or conveyance of the US Business Assigned IP Assets hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not

modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the US Business Assigned IP Assets.

THIS TRADEMARK ASSIGNMENT AND ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED, EXCEPT TO THE EXTENT THAT SUCH LAWS ARE SUPERSEDED BY THE BANKRUPTCY CODE.

This Trademark Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

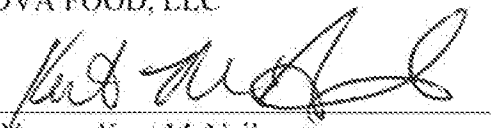
This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

ANOVA FOOD, LLC

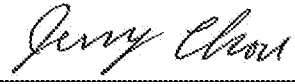
By: 

Name: Kent McNeil

Title: Treasurer

ASSIGNEE

TONOS US LLC

By: 
Name: Jerry Chou
Title: Vice President

SCHEDULE 1

Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
Anova	86960400	03/31/2016	5073282	11/01/2016
Anova + Design	88393479	04/19/2019		
ANOVA and Design	75179539	10/09/1996	2101529	09/30/1997
Anova plus design	86960389	03/31/2016	5073281	11/01/2016
CLEARSMOKE	76306895	08/31/2001	2561821	04/16/2002
FISHING & LIVING IMPROVING LIFE IN THE FISHING COMMUNITY (+Design)	88113982	09/12/2018		
FISHING AND LIVING	85503002	12/23/2011	4294478	02/26/2013
MAKI MAKERS	88098828	08/30/2018	5815507	07/23/2019
MYFISH	87227227	11/04/2016	5218513	06/06/2017
MYFISH BY ANOVA - Stylized and design.	87229161	11/07/2016	5397506	02/06/2018
NATURAL BLUE	85374855	07/19/2011	4105536	02/28/2012
SEARENITY	85374825	07/19/2011	4105533	02/28/2012
SEASONED CHEF	87334302	02/13/2017		
YOI UMI	87227218	11/04/2016	5218510	06/06/2017