

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Choice Brands, Inc.		08/09/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pacific Choice Brands, LLC		
Street Address:	4667 E. Date Avenue		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93726		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5749373	CALIFORNIA GIFT	
Serial Number:	88084937	YA! THE ORIGINAL GREEK SALSA	
Serial Number:	88084930	YA!	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	02/24/2020		
Total Attachments: 10			
source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed) (02706182xAB701)#page1.tif			
source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)			

OP \$90.00 5749373

(02706182xAB701)#page2.tif

source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)

(02706182xAB701)#page3.tif

source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)

(02706182xAB701)#page4.tif

source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)

(02706182xAB701)#page5.tif

source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)

(02706182xAB701)#page6.tif

source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)

(02706182xAB701)#page7.tif

source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)

(02706182xAB701)#page8.tif

source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)

(02706182xAB701)#page9.tif

source=(6) Triple H - Pacific Choice Brands - Domain Name and IP Assignment(executed)

(02706182xAB701)#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “Assignment”), dated as of August 9, 2019, is made by Pacific Choice Brands, Inc., a California corporation (“Assignor”) to Pacific Choice Brands, LLC, a California limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of August 9, 2019, pursuant to which Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (collectively, the “Assigned IP”):

a. the trademarks, logos, and brand names, whether registered, unregistered or arising by an applicable law of any jurisdiction throughout the world, set forth on Schedule A and all registrations and applications for registration of such trademarks, and all issuances, extensions and renewals thereof together with all common law rights associated with the trademarks and the goodwill of the business connected with the use of, and symbolized by the trademarks;

b. the patents and patent applications set forth on Schedule B and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

c. the copyright registrations and applications for registration set forth on Schedule C and all issuances, extensions, and renewals thereof;

d. the domain registrations (“Domain Names”) set forth on Schedule D, together with all goodwill of the business connected with or symbolized by the Domain Names, in all countries of the world including the United States of America, its territories and possessions;

e. the social media accounts (“Social Media”) set forth on Schedule E, together with all goodwill of the business connected with or symbolized by the Social Media;

f. all assignable software licenses set forth on Schedule F;

g. all rights of any kind whatsoever of Assignor accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

h. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned IP; and

i. claims of infringement or misappropriation against third parties.¹

2. Further Assurances. Assignor will, promptly upon Assignee's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein. Without limiting the foregoing, the Assignor agrees to, on the Closing Date or, if not practicable to do so on the Closing Date, as soon thereafter as practicable (i) take any actions necessary, including the execution, acknowledgement and delivery of any necessary Domain Names transfer documents reasonably requested by Assignee, to change the administrative contact and the technical contact for the Domain Names included in the Assigned IP to that of Assignee (or its designee), and otherwise effect the conveyance and assignment of the Domain Names to Assignee; and (ii) take any actions necessary to provide access to and transfer of ownership of the Social Media to Assignee.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The provisions contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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

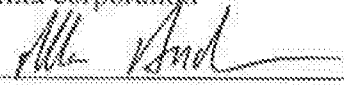
[signature page follows]

¹ Note to Buyer: this language is consistent with the definition of Intellectual Property in the APA.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

PACIFIC CHOICE BRANDS, INC., a
California corporation

By: 
Name: Allan Andrews
Title: President

ASSIGNEE:

PACIFIC CHOICE BRANDS LLC, a
California limited liability company

By: TRIPLE H FOOD PROCESSORS, LLC
Its: Sole Member

By: _____
Name: Thomas Harris, Jr.
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

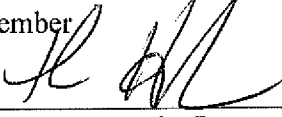
PACIFIC CHOICE BRANDS, INC., a
California corporation

By: _____
Name: Allen Andrews
Title: President

ASSIGNEE:

PACIFIC CHOICE BRANDS LLC, a
California limited liability company

By: TRIPLE H FOOD PROCESSORS, LLC
Its: Sole Member

By:  _____
Name: Thomas Harris, Jr.
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

- “CALIFORNIA GIFT” - U.S. Trademark Reg. No. 5749373; Issued May 14, 2019)
- “YA! THE ORIGINAL GREEK SALSA” (U.S. Trademark App. No. 88/084,937; Filed August 20, 2018).

-

The logo consists of the letters "YA!" in a bold, black, sans-serif font. The letters are slightly shadowed, giving them a three-dimensional appearance.

(U.S. Trademark App. No. 88/084,930; Filed August 20, 2018)

- “PACIFIC CHOICE” (unregistered)
- “PACIFIC CHOICE BRANDS” (unregistered)

-

The logo features the words "Pacific Choice" in a stylized, serif font. The word "Pacific" is in a larger, bolder font than "Choice". Below the main text is the tagline "Good Things Happen by Choice" in a smaller, simpler font. There is a small graphic element above the word "Choice" that looks like a cluster of grapes or berries.

(unregistered)

SCHEDULE B

None.

SCHEDULE C

None.

SCHEDULE D

- pacificchoice.com
- pcbrands.com

SCHEDULE E

None.

SCHEDULE F

- Sage Mas200 (custom modules, retired, perpetual license)
- VMware vSphere Essentials
- Veeam Backup & Replication Enterprise Edition (perpetual license, support contract expires 4/3/2022)
- Famous Version 6.2 (custom modules, perpetual license, annual support contract)
- Famous v5 (custom modules, retired, perpetual license)
- Sage 100 Advanced 2016 (custom modules, perpetual license, annual support contract)
- AVG Antivirus Business Edition (license and subscription expire 7/11/2021)
- iLand Cloud Backup (license and subscription expire 10/4/2021)
- Edgewave Spam Filter (license and subscription expire 12/7/2021)
- Attendance Enterprise (perpetual license, annual support contract)
- CoLOS Create Pro (perpetual license)
- BarTender v10.1 Professional (perpetual license)
- Araya Voicemail (perpetual license)
- Microsoft Office