

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligent Blends LP		04/30/2020	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Paramount Coffee Company		
Street Address:	5133 W Grand River Ave		
City:	Lansing		
State/Country:	MICHIGAN		
Postal Code:	48906		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5039962	TALL DARK & HANDSOME	
CORRESPONDENCE DATA			
Fax Number:	3127267102		
<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>			
Email:	chiipdocket@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	200 W. Madison Street		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Shyla N. Jones		
SIGNATURE:	/Shyla N. Jones/		
DATE SIGNED:	05/01/2020		
Total Attachments: 2			
source=Trademark Assignment Agreement#page1.tif			
source=Trademark Assignment Agreement#page2.tif			

OP \$40.00 5039962

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), dated as of April 30, 2020 is made by **PARAMOUNT COFFEE COMPANY**, a Michigan corporation ("Paramount") and **INTELLIGENT BLENDS, LP**, a California limited partnership ("IB") (each individually a "Party", and collectively, the "Parties").

WHEREAS, under the terms of the Trademark Assignment and License Agreement, IB has conveyed, transferred, and assigned to Paramount certain intellectual property of IB, and has agreed to execute and deliver this Trademark Assignment Agreement, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IB hereby irrevocably conveys, transfers, and assigns to Paramount, and Paramount hereby accepts, all of IB's right, title, and interest in and to **TALL DARK & HANDSOME** (U.S. Registration Number 5,039,962) (the "Trademark"), together with the goodwill connected with the use of, and symbolized by, the Trademark; all rights of any kind whatsoever of IB accruing under the Trademark provided by applicable state and federal laws of the United States; any and all royalties, fees, income payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and 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 and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuses, 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 and Further Acts. IB hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment Agreement upon request.
3. Terms of the Trademark Assignment and License Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to that Trademark Assignment and License Agreement, to which reference is made for a further statement of the rights and obligations of Paramount and IB with respect to the Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Trademark Assignment and License 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 Trademark Assignment and License Agreement and the terms hereof, the terms of the Trademark Assignment and License Agreement shall govern.

4. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties. A signed copy of this Trademark Assignment Agreement 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 Trademark Assignment Agreement.

IN WITNESS WHEREOF, IB and Paramount have, through duly authorized representatives, entered into this Trademark Assignment Agreement. The Parties, having read and understand the foregoing terms of this Trademark Assignment Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

PARAMOUNT COFFEE COMPANY

Stevie D. Whybick
Signature

Stevie D. Whybick Vice President/General Counsel
Printed Name and Position/Title

Date: 4/30/2020

INTELLIGENT BLENDS LP

Michael Ishayik
Signature

MICHAEL ISHAYIK FOUNDER/CEO
Printed Name and Position/Title

Date: 4/30/2020