

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585138

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
RESUBMIT DOCUMENT ID:	900552956		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Passport Foods (SVC), LLC		04/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SAVr, LLC		
Street Address:	800 S. Weller Street		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2508086	FOOOKIES	
Registration Number:	2603439	HOUSE OF BEE	
CORRESPONDENCE DATA			
Fax Number:	2063402563		
<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:	206-654-2430		
Email:	fedtrademarks@lasher.com		
Correspondent Name:	Taro Kusunose		
Address Line 1:	601 Union Street		
Address Line 2:	Suite 2600		
Address Line 4:	Seattle, WASHINGTON 98101-4000		
ATTORNEY DOCKET NUMBER:	28463		
NAME OF SUBMITTER:	Taro Kusunose		
SIGNATURE:	/TK/		
DATE SIGNED:	07/07/2020		
Total Attachments: 5			
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source=Trademark Assignment Agreement (final executed) (V1188442)#page4.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Passport Foods (SVC), LLC		04/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SAVr, LLC		
Street Address:	800 S. Weller Street		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2508086	FOOOKIES	
Registration Number:	2603439	HOUSE OF BEE	
CORRESPONDENCE DATA			
Fax Number:	2063402563		
<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:	206-654-2430		
Email:	fedtrademarks@lasher.com		
Correspondent Name:	Taro Kusunose		
Address Line 1:	601 Union Street		
Address Line 2:	Suite 2600		
Address Line 4:	Seattle, WASHINGTON 98101-4000		
NAME OF SUBMITTER:	Taro Kusunose		
SIGNATURE:	/TK/		
DATE SIGNED:	06/09/2020		
Total Attachments: 4			
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OP \$65.00 2508086

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Trademark Assignment**”) is made as of April 15, 2020 (the “**Effective Date**”), by **Passport Foods (SVC), LLC**, a Delaware limited liability company (the “**Seller**”) in favor of **SAVr, LLC**, a Washington limited liability company, (the “**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of April 15, 2020, by and between Seller and Buyer (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, as set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as “**Marks**”), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller’s right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by the internal laws of the State of Washington, without giving effect to any principles of conflicts of law.

[SIGNATURE PAGE NEXT]

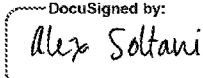
IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

PASSPORT FOODS (SVC), LLC

SAVr LLC

By: Skyview Capital Group Management,
LLC, its Manager

By: Skyview Capital, LLC, its Manager

By: 
2FFB01FB5A584DB...

By: _____

Name: Alex Soltani

Name: _____

Title: Manager

Title: _____

Date: 4/14/2020

Date: _____

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

PASSPORT FOODS (SVC), LLC

By: Skyview Capital Group Management,
LLC, its Manager

By: Skyview Capital, LLC, its Manager

SAVr LLC

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Camille Henry

Title: Manager

Date: _____

SCHEDULE A

Trademarks

Trademark	Registration No.	Registration Date	Status
House of Bee	2603439/	08/06/2002/	Registered
	75924575	02/22/2000	
FOOOKIES	2508086/	11/13/2001	Registered
	75924575	02/22/2000	