

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585350

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KELLY CORNED BEEF CO. OF CHICAGO		06/17/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KINGDOM FARMS WHOLESALE MEATS, INC.		
<b>Street Address:</b>	2300 W. LAKE ST.		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4734645	KELLY	
<b>Registration Number:</b>	3801813	KELLY CORNED BEEF CO. OF CHICAGO	
<b>Registration Number:</b>	0991543	KELLY KORNBEF	
<b>Registration Number:</b>	1641407	KELLY CORNED BEEF CO. OF CHICAGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149994667		
<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>			
<b>Phone:</b>	214-999-4702		
<b>Email:</b>	IPDocketing@foley.com		
<b>Correspondent Name:</b>	Kay Lyn Schwartz c/o Foley & Lardner LLP		
<b>Address Line 1:</b>	2021 McKinney Avenue, Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	126002-3000		
<b>NAME OF SUBMITTER:</b>	Kay Lyn Schwartz		
<b>SIGNATURE:</b>	/Kay Lyn Schwartz/		
<b>DATE SIGNED:</b>	07/08/2020		
<b>Total Attachments: 6</b>			
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## IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this "**IP Assignment Agreement**"), dated as of June 17, 2020, by and among Kingdom Farms Wholesale Meats, Inc., an Illinois corporation (the "**Purchaser**"), Kelly Corned Beef Co. of Chicago, a Delaware corporation (the "**Kelly**"), and Chicago Real Estate Opportunities Fund, LLC, a Delaware limited liability company ("**Chicago**," and together with Kelly, the "**Seller Parties**," each, a "**Seller Party**," and collectively with the Purchaser, the "**Parties**," and each, a "**Party**"). Capitalized terms used but not defined herein shall have their meaning set forth in that certain Asset Purchase Agreement (the "**APA**"), dated as of April 3, 2020, by and among the Purchaser and Kelly, as amended by the First Amendment and Joinder to Asset Purchase Agreement (the "**Amendment**," and the APA as amended by the Amendment, the "**Purchase Agreement**") dated as of May 17, 2020, which added Chicago as a party to the APA.

### RECITALS

WHEREAS, pursuant to Section 1.1 of the Purchase Agreement, the Seller Parties have, among other things, agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agreed to purchase, acquire and accept from the Seller Parties, upon the terms and conditions set forth in the Purchase Agreement, all of the right, title and interest of the Seller Parties in and to the Purchased Assets, including, without limitation, the Seller Parties' rights, title and interest in and to (a) the name "Kelly Corned Beef Co. of Chicago" and any derivations of such name which are used in the ordinary course of the Business prior to the Closing, including any and all related trademarks, tradenames, or assumed business names and any and all goodwill associated therewith, including without limitation the trademarks set forth in Exhibit A (but excluding, for the avoidance of doubt, any of the foregoing bearing the name "Eisenberg" and any derivations thereof); (b) all Intellectual Property rights and assets used in connection with the Business, including the Intellectual Property set forth in Schedule 1.1(a) of the Purchase Agreement (but excluding, for the avoidance of doubt, any of the foregoing bearing the name "Eisenberg" and any derivations thereof); and (c) Seller's methods, recipes, and formulas for manufacturing and producing any and all products in connection with the Business, including but not limited to fresh cured raw corned beef, cooked corned beef brisket, and pastrami (but excluding, for the avoidance of doubt, any methods, recipes, and formulas relating to the "Eisenberg"-branded salami co-packing relationship by and between the Seller and Amylu Foods Inc. and/or its affiliates) (collectively, the "**Assigned IP**"); and

WHEREAS, the execution and delivery of this IP Assignment Agreement is required by Sections 1.7, 7.3(c), and 7.4(c) of the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Sale, Transfer, and Assignment of Assigned IP. Each Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts, all of such Seller's right, title and interest in, to and under: (a) the Assigned IP, including the trademarks set forth in Exhibit A, for the United States and for all foreign countries, including any and all related applications, renewals and extensions and all rights of reversion and termination thereof and goodwill connected with the use thereof and symbolized thereby (as applicable), and (b) any and all rights whatsoever of each Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, including, without limitation (i) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use or violation of the Assigned IP in the United States and all foreign countries free and clear of all Liens; and (ii) the right to any and all royalties, fees, income, payments, and other proceeds previously, now or hereafter due or payable with respect to any and all of the foregoing.
2. Authorization. Each Seller Party hereby instructs, authorizes, directs, and requests that the United States Patent and Trademark Office and the Commissioner of Patents and Trademarks, the United States Copyright Office and the Register of Copyrights of the United States, and the corresponding entities, agencies, and officials in any applicable foreign country to, in accordance with the terms of this IP Assignment Agreement, record Purchaser as the assignee and sole owner of the entire right, title and interest in the Assigned IP, including the trademarks set forth in Exhibit A, and to issue to Purchaser, and to record Purchaser as assignee and owner of, all registrations which may issue with respect to any applications for registration or recordation of such Assigned IP. Purchaser shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.
3. Cooperation. From time to time after the date hereof, and without further consideration, each Party shall, upon the reasonable request of any other Party, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Purchase Agreement and this IP Assignment Agreement.
4. Successors and Assigns. This IP Assignment Agreement is being executed by the Seller Parties and the Purchaser and shall be binding upon each of the Parties, their respective successors and assigns, for the respective uses and purposes set forth and referred to herein, and shall be effective as of the date hereof.
5. No Third Party Beneficiaries. No provision of this IP Assignment Agreement, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this IP Assignment Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this IP Assignment Agreement shall be for the sole and exclusive benefit of each of the Parties, their respective successors and permitted assigns.

6. Amendments; Waivers. None of the provisions of this IP Assignment Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by the Parties, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.
7. Entire Agreement; Conflicts. Except as otherwise provided in the Purchase Agreement, this IP Assignment Agreement, the Purchase Agreement, and the Transaction Documents set forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, whether written or oral, and all related agreements and understandings, are hereby terminated. This IP Assignment Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this IP Assignment Agreement shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement, all of which survive the execution and delivery of this IP Assignment Agreement as provided by, and subject to the limitations set forth in, the Purchase Agreement. To the extent any provision of this IP Assignment Agreement is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.
8. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to choice of law provisions. The Parties agree that the exclusive venue and jurisdiction for any disputes, actions or conflicts with respect to this IP Assignment Agreement shall be the state or federal courts of the State of Illinois.
9. Counterparts. This IP Assignment Agreement may be executed in two or more counterparts by facsimile or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this IP Assignment Agreement as of the date first written above.

**PURCHASER:**

KINGDOM FARMS WHOLESALE MEATS, INC.,  
an Illinois corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
*[Handwritten Name: Brian Moran]*  
*[Handwritten Title: President]*

**SELLER PARTIES:**

KELLY CORNED BEEF CO. OF CHICAGO,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CHICAGO REAL ESTATE OPPORTUNITIES FUND, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to IP Assignment Agreement]*

IN WITNESS WHEREOF, the Parties have executed this IP Assignment Agreement as of the date first written above.

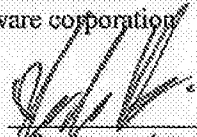
PURCHASER:

KINGDOM FARMS WHOLESALE MEATS, INC.,  
an Illinois corporation

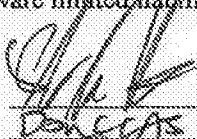
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER PARTIES:

KELLY CORNED BEEF CO. OF CHICAGO,  
a Delaware corporation

By:   
Name: Douglas K. Anderson  
Title: CEO

CHICAGO REAL ESTATE OPPORTUNITIES FUND, LLC  
a Delaware limited liability company

By:   
Name: Douglas K. Anderson  
Title: CEO



*[Signature Page to IP Assignment Agreement]*

TRADEMARK

REEL: 006993 FRAME: 0501

EXHIBIT A

**TRANSFERRED INTELLECTUAL PROPERTY -- REGISTERED TRADEMARKS**

<u>TRADEMARK</u>	<u>US REGISTRATION / APPLICATION NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>	<u>STATUS</u>
	4,734,645 86/386,457	12-May-2015 5-Sept-2014	Registered
KELLY CORNED BEEF CO. OF CHICAGO	3,801,813 77/681,455	15-Jun-2010 2-Mar-2009	Registered
	991,543 72/460,992	20-Aug-1974 22-June-1973	Registered
KELLY CORNED BEEF CO. OF CHICAGO	Registration: 1,641,407 Serial No: 74/060,198	Apr. 16, 1991 May 18, 1990	Cancelled