

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simply Natural Foods LLC		07/31/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Simply Natural Snacking, LLC		
Street Address:	666 Fifth Avenue, 27th Floor		
Internal Address:	c/o AUA Private Equity Partners, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5711507	GOOD & FIT	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	109021-0014		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	08/25/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is effective as of July 31, 2020 and is by and among Simply Natural Foods LLC, a New York limited liability company ("SNF"), Simply Lite Foods Corp. ("Simply Lite" and together with SNF, the "Assignors" and each individually, an "Assignor"), and Simply Natural Snacking, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. The Assignors are the owners of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among SNF, Assignee and certain other parties thereto (the "Purchase Agreement"), each Assignor has agreed to transfer all of its right, title and interest in and to the Marks to Assignee;

C. In connection with the Purchase Agreement, the Assignors have agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignors desire to assign all of their right, title and interest in and to the Marks to Assignee and Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and Assignee hereby agree as follows:

1. The Assignors do hereby irrevocably sell, assign, transfer, convey and deliver to Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignors' business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignors hereby request the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignors hereby further request the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by Assignee, the Assignors will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks in Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. The Assignors hereby authorize Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignors' true and lawful attorney-in-fact, with power, in Assignee's own name or the name of the applicable Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless the applicable Assignor has failed to do so within five (5) business days of Assignee's delivery to such Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (.pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignors and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

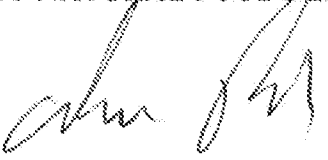
IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

ASSIGNEE:

SIMPLY NATURAL FOODS LLC

SIMPLY NATURAL SNACKING, LLC

By:  _____

By: _____

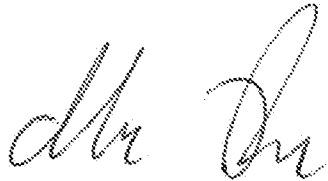
Name: Abraham Brach

Name: Ted Schouten

Its: Managing Member

Its: President

SIMPLY LITE FOOD CORP.

By:  _____

Name: Abraham Brach

Its:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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ASSIGNORS:

SIMPLY NATURAL FOODS LLC

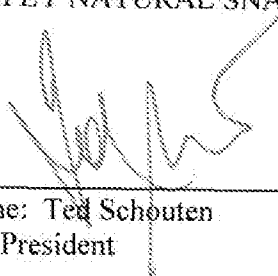
By: _____
Name: Abraham Brach
Its: Managing Member

SIMPLY LITE FOOD CORP.

By: _____
Name: Abraham Brach
Its:

ASSIGNEE:

SIMPLY NATURAL SNACKING, LLC

By:  _____
Name: Ted Schouten
Its: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Schedule A

Trademark Applications and Registrations

Mark	Serial Number; Filing Date	Registration Number; Registration Date
Simply Lite	74389059 May 10, 1993	2084206 July 29, 1997
GOOD & FIT	87922119 May 15, 2018	5711507 March 26, 2019