

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coda Coffee Ltd		09/27/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Performance Food Group, Inc.		
Street Address:	188 Inverness Drive, West, Suite 800		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3296492	CODA COFFEE COMPANY	
Registration Number:	5264145	CODA TEA CO.	
Registration Number:	5276065	CODA COFFEE CO.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	612.371.2413		
Email:	frankenfieldb@ballardspahr.com		
Correspondent Name:	Ballard Spahr LLP		
Address Line 1:	2000 IDS Center		
Address Line 2:	80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-2119		
NAME OF SUBMITTER:	Beth Frankenfield		
SIGNATURE:	/Beth Frankenfield/		
DATE SIGNED:	10/13/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of September 27, 2020, by Coda Coffee Ltd., also known as Coda Coffee Company, a Colorado limited liability company (“Assignor”), in favor of Performance Food Group, Inc., a Colorado corporation (“Assignee”).

BACKGROUND

Assignor is the owner of those certain trademarks and trademark registrations (the “Marks”) listed on Exhibit A attached hereto.

Assignor, Assignee and certain other Persons have entered into an Asset Purchase Agreement, dated the date hereof (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, assign, transfer, deliver and convey to Assignee all legal and beneficial right, title, interest and licenses in and to the Marks.

Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor sells, assigns, transfers, delivers and conveys to Assignee all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

2. Assignor will assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.

3. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Assignment, and in enforcing any rights relating hereto.

4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks, as applicable. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.

5. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations, or, in general, any of the rights and remedies, and any of the obligations and indemnifications provisions set forth in the Purchase Agreement nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain assets to be transferred pursuant to the Purchase Agreement and shall be governed entirely in

accordance with the terms and conditions of the Purchase Agreement.

6. This Assignment and all the terms hereof will inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

CODA COFFEE LTD.
A/K/A CODA COFFEE COMPANY

A handwritten signature in black ink, appearing to read "T. Thwaites, Jr.", is written over a horizontal dotted line.

Name: Thomas W. Thwaites, Jr.
Title: Manager

[Signature Page to Trademark Assignment]

EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark	Registration Date	Registration No.
Coda Coffee Company	September 25, 2007	3,296,492
Coda Tea Co.	August 15, 2017	5,264,145
Coda Coffee Co.	August 29, 2017	5,276,065