

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eFoodHandlers Inc.		12/01/2020	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Telemedia Trainco Holdings, LLC		
Street Address:	One South Wacker, Suite 2980		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4865290	EFOODHANDLERS	
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>			
Email:	nkryzhan@honigman.com		
Correspondent Name:	Honigman, LLP, Nicole Kryzhan		
Address Line 1:	39400 Woodward Ave, Ste 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	265767-483104		
NAME OF SUBMITTER:	Nicole M. Kryzhan		
SIGNATURE:	/nicole kryzhan/		
DATE SIGNED:	12/16/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of December 1, 2020 between eFoodHandlers Inc., an Oregon corporation, with a business address of 16101 SW 72nd Ave., Suite 100, Portland, OR 97224 ("Assignor") and Telemedia Trainco Holdings, LLC, a Delaware limited liability company, with a business address of One South Wacker, Suite 2980, Chicago, Illinois 60606 ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement as of the date hereof whereby Assignor has agreed to sell the Acquired Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Acquired Assets (the "Agreement");

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights, title and interest in and to the Acquired Assets as set forth below.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Trademarks.** Assignor hereby irrevocably assigns, conveys, grants and transfers to Assignee, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks and service marks listed in **Exhibit A** (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, and any other rights at common law or otherwise.

2. **Rights.** The foregoing assignment includes rights to collect royalties or proceeds in connection with any of the foregoing and all rights to sue for and otherwise object to past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.

4. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignor and Assignee and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

cFoodHandlers Inc.

ASSIGNEE:

Telemedia Trainco Holdings, LLC

By:  _____

Name: Michael Kelm

Title: Chief Executive Officer

By: _____

Name: Derek Dunaway

Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

eFoodHandlers Inc.

ASSIGNEE:

Telemetry Trainee Holdings, LLC

By: _____

Name: Michael Kelm

Title: Chief Executive Officer

By: *Derek Dunaway* _____

Name: Derek Dunaway

Title: Chief Executive Officer

EXHIBIT A

MARK/NAME	REG. NO.	STATUS/KEY DATES	OWNER INFORMATION
EFOODHANDLERS	4865290	REGISTERED PRINCIPAL REGISTER - SEC. 2(F), DECEMBER 8, 2015 INT'L CLASS: 41	EFOODHANDLERS INC