

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM614794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SINBAD FOODS, LLC		02/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ABC SERVICES GROUP, INC.		
Street Address:	13681 Newport Avenue		
Internal Address:	Suite 8-609		
City:	Tustin		
State/Country:	CALIFORNIA		
Postal Code:	92780		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78223719	SINBAD	
Serial Number:	78223745	THE RAIN CREEK BAKING COMPANY	
Serial Number:	78505713	SINBAD SWEETS	
Serial Number:	87371531	SIMPLY SINBAD	
Serial Number:	87371533	SIMPLY SINBAD	
Serial Number:	87883776	CALIFORNIA ROOTS MEDITERRANEAN TRADITION	
Serial Number:	88035034	SIMPLY SINBAD	
Serial Number:	88148292	BAKLAVA BITES	
CORRESPONDENCE DATA			
Fax Number:	9737442227		
<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:	973-744-5150		
Email:	mnovick@mitchellnovick.com		
Correspondent Name:	Law Offices Of Mitchell P. Novick		
Address Line 1:	623 Eagle Rock Avenue		
Address Line 2:	Suite 407		
Address Line 4:	West Orange, NEW JERSEY 07052		

OP \$215.00 78223719

NAME OF SUBMITTER:	Mitchell P. Novick, Esq.
SIGNATURE:	/mitchell p. novick/
DATE SIGNED:	12/16/2020
Total Attachments: 18 source=Sinbad_Executed General Assignment_Dated 2-11-2020#page1.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page2.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page3.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page4.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page5.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page6.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page7.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page8.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page9.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page10.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page11.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page12.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page13.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page14.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page15.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page16.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page17.tif source=Sinbad_Executed General Assignment_Dated 2-11-2020#page18.tif	

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

This General Assignment for the Benefit of Creditors ("General Assignment") is made and entered into as of the 11th day of February, 2020, (the "Effective Date"), by and between Sinbad Foods, LLC, a Delaware Limited Liability Company, Federal Taxpayer Identification Number : 82-0897252, located at 2401 West Almond Ave., Madera, CA 93637, ("Assignor" and/or "Company") and ABC Services Group, Inc., a Delaware corporation ("ABC SERVICES" and/or "Assignee") with respect to the following facts:

RECITALS

WHEREAS, California law including, but not limited to, California Code of Civil Procedures Sections 493.010 through 493.060 and Sections 1800 through 1802 provide that debtors may make an assignment for the benefit of creditors, pursuant to which the Assignee will liquidate the debtor's assets and in accordance with the requirements of applicable law distribute the proceeds; and

WHEREAS, Assignor has carefully considered the various options available to Assignor to deal with Assignor's creditors, and has decided that it would be in Assignor's best interest and the best interests of Assignor's creditors to make an assignment for the benefit of creditors pursuant to California law; and

WHEREAS, ABC SERVICES is in the business, amongst other matters, of managing and conducting assignments for the benefit of creditors in accordance with California law, and effectuating the sale of the debtor's assets and distribution of the proceeds in accordance with applicable law; and

WHEREAS, Assignor desires to, pursuant to the terms set forth hereinbelow, retain ABC SERVICES for the purposes of making an assignment for the benefit of creditors pursuant to which ABC SERVICES will act as Assignee, liquidate the assets of Assignor, and distribute the proceeds in accordance with applicable law, and ABC SERVICES desires to be so retained pursuant to the terms set forth hereinbelow.

Now, therefore, in consideration of the General Assignment, covenants, conditions, representations and agreements described hereinbelow, Assignor and Assignee agree as follows:

AGREEMENT

1.0 Assignment of Assets for the Benefit of Creditors. Assignor hereby makes this General Assignment for the benefit of Assignor's creditors to ABC SERVICES as Assignee. Assignor does hereby grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors, all of the property of the Assignor of every kind and nature and where so ever situated, both real property (but not real property lease arrangements) and personal property, and any interest or equity, including, but not limited to, all that certain stock of merchandise, furniture, fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in banks, deposits, patents, copyrights, trademarks and trade names and all associated good will, Intellectual Property, source codes, URLs, or related website rights, social media platforms, software, and related documents, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that

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are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor, to Assignee ("Assignment Estate"). Assignor agrees to execute such additional documents as shall be necessary to assign the Assigned Property (as defined below).

Without limiting the foregoing this General Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute a Power of Attorney attached hereto as "Schedule B" or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

This General Assignment constitutes a Grant Deed to all real property owned by Assignor (except for real property leases and leasehold interests), whether or not the Assignor's real property is specifically described in this General Assignment.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

Notwithstanding the foregoing, leases and leasehold interests in real estate are not included in this General Assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this General Assignment.

All property assigned to Assignee is hereinafter referred to as "Assigned Property". Other than the foregoing, Assignor is not obligated to further assist the Assignee with respect to the General Assignment following the Effective Date, except as otherwise agreed in writing.

Notwithstanding the foregoing, contracts and/or agreements between Assignor and any Labor Union, or Trade Associations and properties exempt from executions are excluded from this General Assignment and are not hereby assigned.

2.0 Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications, therefore, copyrights and registrations and applications therefor; software and source code (and software licenses with

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respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property"). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or will not otherwise constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

3.0 Duties of Assignor.

3.1 Mail. Assignor hereby agrees that all postal correspondence is hereby routed to Assignee through Assignee's method of delivery designed in writing by Assignee.

3.2 Creditor List. Assignor shall have furnished to Assignee a true and complete (to the best of Assignor's knowledge, information, and belief) listing of all Assignor's creditors and equity holders, including name and contact information, as maintained in Assignor's accounts payable records and/or the litigation/demand tracking spreadsheet (and related supporting documentation) provided by Assignor's counsel to Assignee's counsel, and an affidavit verifying same under penalty of perjury.

4.0 Duties of Assignee.

4.1 Care for Assigned Property. Assignee shall provide commercially reasonable care for the Assigned Property, to the extent that the Assigned Property includes funds and materials necessary to do so.

4.2 Operation of the Business. Assignee may at Assignee's discretion continue to operate the business of Assignee, pending the sale or other liquidation of the Assigned Property. Such operation may include the use of independent contractors retained through an outside service and such other consultants, counsel and advisors as Assignee deems appropriate.

4.3 Conduct of the General Assignment for the Benefit of Creditor. Assignee shall be responsible to conduct this General Assignment for the Benefit of Creditors in accordance with applicable law, including but not necessarily limited to the following:

- (a) Within 30 days of the date hereof provide notice to all creditors of the bar date for claims to be filed of not less than 150 days and not more than 180 days from the date of the notice;
- (b) Conduct the orderly disposition of the Assigned Property; and

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- (c) Distribute the proceeds of the disposition of Assigned Property, less Assignee's fees and expenses, in accordance with applicable legal requirements.
- (d) Assignee is to receive the Assigned Property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of the Assigned Property upon such time and terms as it may see fit.
- (e) Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of the Assigned Property as follows:
 - (1) To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of the Assigned Property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to the Assignee (as hereinafter defined) and to its attorney, and, in those instances where the Assignee has decided in its sole discretion to call a meeting of Assignor's creditors to invite the formation of an advisory creditors' committee (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said creditors' committee in an amount fixed by the creditors' committee and Assignee.
 - (2) The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them and their respective priorities as set forth by applicable law, individually, from the Assignor.

5.0 Compensation to Assignee and Reimbursement of Expenses. With respect to the fees of the Assignee referred to in paragraph 4.3(e)(1) hereinabove, Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) A minimum fee payable of \$45,000.00 shall be paid as a non-refundable deposit concurrently with execution of this assignment, plus and (b) ABC Services hourly rate for services payable on a monthly basis plus actual out-of-pocket expenses, including but not limited, to attorneys, accountants, appraisers, liquidators, real estate brokers, and outside vendors or service provider(s). Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the assignment estate from the proceeds generated therefrom. ABC Services agrees to cap its fee at \$75,000 until such time as MB Financial Bank's secured claim or any claim subrogated to MB Financial Bank secured claim is paid in full. To the extent that all or any portion of the \$75,000.00 has been paid to the Assignee by the Assignor same shall be deemed as earned upon receipt as a nonrefundable deposit.

Once the secured claims as stated above are satisfied in full, ABC Services is entitled to a fee of 10% of the total monies collected in connection with this General Assignment and for the collection and liquidation of the assets assigned, and (c) a fee of 5% shall be charged on any distributions to any priority and general unsecured creditors. If any undeliverable dividends to unsecured creditors or any reserve of other funds remain unclaimed for a period of one hundred and twenty (120) days after issuance of last distribution checks by the Assignee, ("Unclaimed Funds"), then the same shall become the property of Assignee and used to supplement its fees for services rendered during the administering this General Assignment, and pay for any services rendered post-closing of the assignment estate.

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In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the General Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith. Neither Assignor nor any of its managers, members, officers, directors, employees, or professionals shall have an liability arising from the Assignee's decisions with regards to any such additional fees.

The total of all said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto. All the aforementioned amounts shall be determined at Assignee's sole discretion and judgment, and neither Assignor nor any of its managers, members, officers, directors, employees, or professionals shall have an liability arising from the Assignee's decisions with regards hereto.

6.0 Warranties of Assignee. While having performed preliminary due diligence, Assignee hereby relies upon many representations made by Assignor. Assignee makes no warranties other than the following:

- (a) A list of creditors and equity holders has been delivered to Assignee in accord with Section 3.2 along with an affidavit by Assignor's agents verifying same.
- (b) Assignor has completed Assignee's pro forma due diligence (or tendered an equivalent version thereof) and has certified that all information provided to the Assignee is true and correct to the best of its knowledge; and
- (c) Assignor also warrants that Assignee did not aid in the completion of said documents.

Apart from the receipt of said documents, Assignee makes no warranties or representations regarding Assignor's operations.

7.0 Warranties of Assignor. Assignor represents and warrants to Assignee, acknowledging the Assignee will be relying upon the warranty of Assignor as follows:

- (a) Assignor has delivered to Assignee a list of creditors and equity holders in accord with Section 3.2 along with an affidavit by Assignor's agents verifying same;
- (b) Assignor has correctly and fully completed Assignee's pro forma due diligence (or tendered an equivalent version thereof acceptable in the sole discretion of Assignee) and has certified that all info provided to the Assignee is true and correct to the best of its knowledge;
- (c) Assignor also warrants that Assignee did not aid in the completion of the documents referenced in (a) and (b) above;

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- (d) That this General Assignment has been properly authorized by all appropriate corporate or company actions of Assignor, true and correct copies of which are attached hereto as Schedule A and that each of the individual(s) executing this General Assignment on behalf of Assignor are properly authorized to do so;
- (e) That all information provided by the Assignor to Assignee with respect to the Assigned Property and/or Assignor's business is true and correct in all material respects and does not fail or omit to state any facts with respect thereto which would be material;
- (f) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this General Assignment, including, without limitation, to transfer the Assigned Property;
- (g) The execution, delivery and performance by the Assignor of this General Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and
- (h) This General Assignment constitutes the legal, valid and binding obligations of the Assignor, enforceable against Assignor in accordance with its terms.

8.0 Limitations on Liability of Assignee. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this General Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers, employees, directors, contractors, attorneys and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this General Assignment, except for its own gross negligence and misconduct knowingly and intentionally committed in bad faith. No provision of this General Assignment shall be construed to relieve the Assignee from liability for its own gross negligence and misconduct knowingly and intentionally committed in bad faith, except that:

- (a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this General Assignment, and no implied covenants or obligations shall be read into this General Assignment against the Assignee;
- (b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this General Assignment;
- (c) The Assignee shall not be liable for any error of judgment made in good faith;
- (d) The Assignee's maximum liability under all circumstances shall be limited to the total amount of fees received.

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In connection with the foregoing, the Assignment Estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, (collectively and each, the "Indemnified Persons" or "Indemnified Person") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below) provided, that the Assignment Estate shall have no obligation hereunder to any Indemnified Person with respect to Indemnified Claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the Assignment Estate through any cause whatsoever, any act performed or omitted to be performed under this General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

9.0 Reliance.

- (a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (b) The Assignee may consult with legal counsel to be selected by it, and to the extent allowable by law, the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel; and

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(c) Persons dealing with the Assignee shall look only to the Assignment Estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this General Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

10.0 Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the General Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignee in connection with the General Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

11.0 Miscellaneous Provisions

(a) **Governing Law, Jurisdiction and Venue.** This General Assignment shall be construed under and in accordance with the laws of the State of California, including but not limited to Statute of Limitations laws. The state courts of California shall exercise jurisdiction with respect to any dispute hereunder, and the parties agree that the proper venue for any such dispute shall be in Orange County, State of California.

(b) **Construction.** This General Assignment is to be viewed as having been drafted jointly by the parties and is not to be construed for or against any of the parties.

(c) **Duplicate Counterparts.** This General Assignment may be executed in duplicate counterparts, each of which shall be deemed to be an original; provided, however, such counterparts shall together constitute only one instrument.

(d) **Severability.** If any provision of this General Assignment or any portion of any provision of this General Assignment shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this General Assignment shall be deemed severable from all other provisions hereof.

(e) **No Third-Party Beneficiary.** No term or provision of this General Assignment or the schedules hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or any other entity not a party hereto (including, without limitation, real estate brokers and finders), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder. This provision is intended to address legal issues of contractual privity and contractual rights of enforcement, but is not intended to limit the primary

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purpose of this General Assignment, which is made by the Assignor for the benefit of creditors who are not parties hereto.

(f) Time of Essence. Time is expressly made of the essence as to the performance of each and every obligation and condition of this General Assignment.

(g) Notices. Any notice or other communication provided for herein or given hereunder to a party hereto must be in writing addressed to the respective party's address listed below, and shall be deemed received upon: (i) actual receipt, or (ii) 24 hours of receipt by receiving party after being sent by facsimile (with "answerback" confirmation of facsimile transmission) or electronic mail, or (iii) by overnight delivery by major recognized carrier with written verification of receipt by receiving party or, (iv) five (5) days after sent by Certified Mail, Return Receipt Requested. Each such notice, request or consent shall be deemed effective upon same being 'received' in the fashion as defined above.

To Assignee

ABC Services Group, Inc.
13681 Newport Avenue, Suite 8-609,
Tustin, CA 92780
Attention: Charles Klaus, President
Tel. No.: (949) 922-1211
Fax No.: (888) 400-1699
Email: chuck@ABCservices.group

To Counsel to Assignee

Shulman Bastian, LLP
100 Spectrum Center Drive, Suite 600
Irvine, CA 92618
James Bastian, Esq.
949-340-3400
jbastian@shulmanbastian.com

To Assignor:
(via Registered Agent)

Sinbad Foods, LLC
c/o Corporate Service Company
251 Little Falls Drive
Wilmington, DE 19808
302-636-5401

To Counsel to Assignor

Benesch Friedlander Coplan & Aronoff LLP
71 South Wacker Drive, Suite 1600
Chicago, IL 60606-4637
Attn: Sven T. Nysten, Esq.
Tel. No. 312-624-6388
Email: snylen@beneschlaw.com

Either party may change its address for notice purposes by giving notice in the manner set forth in this Section. Nothing herein shall be construed as prohibiting counsel to Assignor from terminating its representation of the Assignor at any time.

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(h) Headings. The headings of this General Assignment are for the purpose of reference only and shall not limit or define the meaning hereof.

(i) [Reserved].

(j) No Waiver. A waiver by either party of a breach of any of the covenants, conditions or obligations under this General Assignment to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this General Assignment.

(k) Entire Agreement. This General Assignment constitutes the entire agreement between the Parties. This General Assignment may not be amended or modified except by an amendment in writing signed by the handwritten signature of each party. Without limiting the foregoing no exchange of emails shall serve to amend this General Assignment.

11.0 No Adequate Remedy at Law. Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

12.0 Arbitration. All disputes, claims and controversies, including and not limited to all other matters including breach of fiduciary duty, breach of contract, negligence or other tort claims (intentional or unintentional) and/or declaratory or other equitable relief arising under or concerning the performance of this General Assignment shall be submitted to binding arbitration pursuant to the provisions of California Code of Civil Procedure 1282 through 1284.2, inclusive, before one (1) retired California judge or justice selected by agreement of the parties, or from the Business Civil Litigation Panel of Attorneys published by the Administrator for Orange County Arbitration. If the parties cannot agree upon an arbitrator within ten days after any party demands arbitration, then JUDICATE WEST shall provide the names of three available retired judges on its staff and each party shall be entitled to strike one name. The remaining judge shall be the selected arbitrator. If either side refuses to strike an arbitrator within ten days from the service of the names of the arbitrators, then JUDICATE WEST shall decide which of the remaining two shall be selected. The findings, order or award of the arbitrator may thereafter be entered as a judgment upon petition to the Orange County Superior Court. It shall be a condition precedent to the subject matter jurisdiction of any court of the State of California that any such disputes, controversies and actions arising out of this agreement or of any services performed as a result of this agreement, including, without limitation, the scope and extent of the issues to be arbitrated, shall first have been determined by arbitration. You understand and agree that by consenting to arbitrate all disputes and controversies you agree to waive trial by jury.

DL
Assignor initials approving
arbitration provision

[Signatures on next page]

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In witness whereof, the parties have executed this General Assignment sufficient to bind themselves as of the date first above written.

Sinbad Foods, LLC, a Delaware LLC

David Leavitt

By: DAVID LEAVITT

Its: CEO

ABC Services Group, Inc.,
a Delaware corporation

Charles Klaus

By: Charles Klaus

Its: President

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SCHEDULE A

CONSENT OF MEMBERSHIP AND MANAGERS
TO THE GENERAL ASSIGNMENT FOR THE BENEFIT OF
CREDITORS

WRITTEN CONSENT OF THE MEMBERSHIP AND
MANAGERS OF SINBAD FOOD, LLC
(a Delaware Limited Liability Company)
TO GENERAL ASSIGNMENT FOR THE BENEFIT OF
CREDITORSS

On February 11th, 2020 as evidenced by their signatures below, and pursuant to the provisions of 17104(1)(1) of the Beverly-Killea Limited Liability Act ("Act"), the authority granted to it by §17150 of the Act, and the provisions of that certain Operating Agreement dated as of March 9, 2017, ("Operating Agreement"), the undersigned being all the members of Sinbad Foods, LLC, ("Company") as authorized at §17001(t) and defined at §17001(x) of the Act, and the undersigned individuals as managers of Company, without a meeting, consented to the following actions:

BE IT RESOLVED:

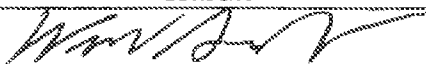
That any two managers constituting a special majority of this Company be, and are, hereby authorized and directed by the managers of this company, in meeting assembled, to make an General Assignment of all assets of the Company to ABC Services Group, Inc., a Delaware corporation ("Assignee"), for the pro rata benefit of all creditors of this Company, and that any two managers shall be, and they are hereby authorized and directed to execute said General Assignment containing such provisions as may be agreed upon between them and said Assignee, and they are also authorized and directed to execute and deliver to said Assignee, such other deeds, General Assignments, and agreements as may be necessary to carry this resolution into effect.

BE IT FURTHER RESOLVED:

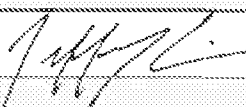
That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this Company all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this Company and any one officer of this Company be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this Company.

The undersigned, being all the Members of this Company, hereby consent to the foregoing action as of the date set forth above.

EXECUTION VERSION

Shareholder	Share Type	Shares	Ownership Percentage	Signed Consent
Sinbad Foods Holding Co., LLC			80	
Rain Creek Baking Company, LLC			20	

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EXECUTION VERSION

Schedule B

POWER OF ATTORNEY

POWER OF ATTORNEY

Sinbad Foods, LLC., a Delaware LLC ("Company"), is the Assignor under that certain Assignment for the Benefit of Creditors, dated as of February 11, 2020 (the "Assignment"), by and between the Company and ABC Services Group, Inc., a Delaware corporation ("ABC SERVICES").

WHEREAS, pursuant to the Assignment, the Company is assigning substantially all of its assets to ABC SERVICES to be administered, liquidated and distributed by ABC SERVICES as described therein;

NOW, THEREFORE, in order for ABC SERVICES to fully effectuate the Assignment and each of the other transactions contemplated thereby, the Company hereby appoints ABC SERVICES its attorney-in-fact and hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. ABC SERVICES, acting through any one of its duly appointed officers, and with full power of attorney in the name of, and for and on behalf of the Company, may execute, acknowledge, deliver, and record any document or process required to effectuate the Assignment, including but not limited to:

- (1) such transfer powers, deeds, bills of sale, assignments of leases, assignments of liens, assignment of notes, assignments of any other assets whatsoever, memoranda of assignments, and such other instruments of transfer and assignment and releases as ABC SERVICES shall determine to be necessary or appropriate to consummate or to provide notice of the transfer of any or all of the Company's assets to ABC SERVICES pursuant to the Assignment, in form and substance satisfactory to ABC SERVICES, with the execution, acknowledgment, delivery and/or recordation thereof by ABC SERVICES to constitute evidence of such determination and ABC SERVICES's satisfaction thereof;
- (2) such other documents, certificates, receipts, notices, instructions, statements and other writing as ABC SERVICES shall determine to be necessary or appropriate in connection with or to carry out the administration or transfer of the Company's assets as contemplated by the Assignment, in form and substance satisfactory to ABC SERVICES, with the execution, acknowledgment, delivery and/or recordation thereof by ABC SERVICES to constitute evidence of such determination and ABC SERVICES's satisfaction thereof;
- (3) any amendments to the documents of transfer delivered in connection with the transfer or administration of the Company's assets as contemplated by the Assignment, as ABC SERVICES shall determine to be necessary or appropriate to vest full right, title and interest of the Company in and to the Company's assets in ABC SERVICES pursuant to the terms of the Assignment, in form and substance satisfactory to ABC SERVICES, with the execution, acknowledgment, delivery and/or recordation thereof by ABC SERVICES to constitute evidence of such determination and ABC SERVICES's satisfaction thereof; and
- (4) such other documents, certificates, receipts, notices, instructions, statements and other writing as ABC SERVICES shall determine to be necessary or appropriate in connection with or to obtain any refund or abatement of excess taxes heretofore or hereafter assessed against or

EXECUTION VERSION

collected from the Company by the U.S. Treasury Department, and any State or local taxing agency; and

(5) such other documents, certificates, receipts, notices, instructions, statements and other writing as ABC SERVICES shall determine to be necessary or appropriate in connection with the administration of employee benefit and retirement programs.

ABC SERVICES is hereby empowered to determine in its sole discretion the time or times when, the purpose for and the manner in which any power herein conferred upon it shall be exercised, and the conditions, provisions or covenants of any instrument or document which may be executed by it pursuant hereto. ABC SERVICES is further empowered take any other action of any type whatsoever in connection with the foregoing which, in the opinion of ABC SERVICES, may be of benefit to, in the best interest of, or legally required to be performed by, the Company. ABC SERVICES may file and prosecute, compromise and/or settle, all claims before the Internal Revenue Service and any State or local taxing agency as contemplated by the Assignment.

Notwithstanding the foregoing, nothing in this Power of Attorney shall authorize or entitle ABC Services to: (i) amend or otherwise modify the Company's operating agreement or any similar constituent corporate formation or governance documents; or (ii) take any action with respect to the Company's status as a limited liability company and related formation, continuation, and/or dissolution matters as governed by the limited liability company statute applicable to the Company.

The foregoing is made for the benefit of, and may be relied upon by, ABC SERVICES, its successor, assigns, agents and representatives.

This Power of Attorney shall be governed by the laws of the State of California, without regard to choice of law principles.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 11th day of February 2020, to be effective as of such date.

Sinbad Foods, LLC., a Delaware LLC

By: David Leavitt

Print Name: DAVID LEAVITT

Company Title: CEO