

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AyrKing Corporation		12/31/2020	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	AyrKing, LLC		
Street Address:	4711 E. Hefner Rd.		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88801437	MIXSTIR	
Registration Number:	3425576	AYRKING	
Registration Number:	3513360	DRUMROLL	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	01/06/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment Agreement”), effective as of December 31, 2020 (“Effective Date”), is by and among AyrKing Corporation, a Kentucky corporation having an address at 2013 Cobalt Drive, Louisville, Kentucky 40299 (“Seller” or “Assignor”) and AyrKing, LLC, a Delaware limited liability company having an address at 4711 E. Hefner Rd., Oklahoma City, Oklahoma 73131 (“Buyer” or “Assignee”).

A. Pursuant to that certain Asset Purchase Agreement dated as of December 31, 2020 (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Seller, Buyer, CFS Brands, LLC, a Delaware limited liability company, Donald E. King Family Protection Trust (QSST), acting through its Trustee, Diane King, an individual residing in the Commonwealth of Kentucky (“Mrs. King”), and Mrs. King in her individual capacity, the parties thereto have agreed to effect the acquisition of substantially all of the assets of Seller, upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign all rights it may have in and to certain Intellectual Property (as defined in the Purchase Agreement) on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to all Intellectual Property owned by Assignor that is used, held for use, under development for or relates to the Business (the “Business Intellectual Property”), including without limitation all worldwide right, title and interest in and to all of the following included in the Business Intellectual Property:

(a) utility patents, utility model patents, design patents and industrial designs and inventors’ certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the “Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C.

§120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names, all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, including the trademarks and trademark registrations and applications identified in Exhibit B attached hereto (the "Trademarks"), all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, software (in object code and source code form), and databases, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) trade secrets, know-how, show-how and other confidential and proprietary information, including formulae, compositions, genetics, genetic material, embryos, devices, research and development, specifications, compilations, devices, methods, processes, technology, techniques or processes, algorithms, source code, data and data analytics, inventions, invention disclosures, processes and designs (whether or not patentable or reduced to practice), including, without limitation, all notes, journals or other compilations of data generated in the invention or development process;

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing (collectively, the "Assigned IP"), the same to be held and enjoyed by Assignee, its successors and assigns;

(f) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned IP in the name of Assignee, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned IP, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned IP, and all rights corresponding thereto throughout the world for the Assigned IP rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Assignee to execute and cause its Affiliates and its and their current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned IP in all jurisdictions and to record Assignee as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Assigned IP, including as applicable, placing each of the domain names in “unlocked” status and provide to Assignee the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor’s right, title and interest in the domain names to Assignee. Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by Assignee in writing.

5. General.

(a) Entire Agreement. This Assignment Agreement (including the Schedules, Exhibits and other documents referred to herein), along with the Purchase Agreement, constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(b) Succession and Assignment. This Assignment Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Assignment Agreement or any of his, her, or its rights, interests, or obligations hereunder without the prior written approval of Buyer and Seller.

(c) Signatures. This Assignment Agreement may be executed in one or more counterparts (including by means of facsimile or electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(d) Headings. The section headings contained in this Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment Agreement.

(e) Governing Law. This Assignment Agreement, and the determination of any and all claims arising out of, relating to or in connection with this Assignment Agreement, shall in all respects and to the maximum extent permitted by applicable Law be governed by the Laws of the State of Delaware, including all matters of construction, enforcement, validity and performance but excluding all choice of law and conflicts of law rules.

(f) Submission to Jurisdiction; Selection of Forum; Waiver of Jury Trial.

- i. EACH PARTY HERETO AGREES THAT IT SHALL BRING ANY AND ALL ACTIONS OR PROCEEDINGS IN RESPECT OF ANY CLAIM ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH, THIS ASSIGNMENT AGREEMENT, THE TRANSACTIONS DESCRIBED IN OR CONTEMPLATED BY THIS ASSIGNMENT AGREEMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN A STATE OR FEDERAL COURT LOCATED IN THE STATE OF DELAWARE (THE "*CHOSEN COURT*") AND (A) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (B) WAIVES ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (C) WAIVES ANY OBJECTION THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY HERETO AND (D) AGREES THAT SERVICE OF PROCESS UPON SUCH PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 9.7 OF THE PURCHASE AGREEMENT.
- ii. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT AGREEMENT OR THE TRANSACTIONS DESCRIBED IN OR CONTEMPLATED BY THIS ASSIGNMENT AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION OR LIABILITY, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT AGREEMENT, AS APPLICABLE.

(g) Amendments and Waivers. No amendment of any provision of this Assignment Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. Any Party hereto may (a) extend the time for the performance of any of the obligations or other acts of

the other Party; (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant to this Assignment Agreement; or (c) waive compliance with any of the agreements of the other Party or conditions to such obligations contained herein. No waiver by any Party of any provision of this Assignment Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(h) Severability. Any term or provision of this Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Assignment Agreement are consummated as originally contemplated to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNOR

ASSIGNEE

AYRKING CORPORATION

AYRKING, LLC

By: *Diane L. King*
Name: Diane L. King
Title: Chairman

By: _____
Name: Peter Stressman
Title: Vice President of Finance and
Secretary

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNOR

ASSIGNEE

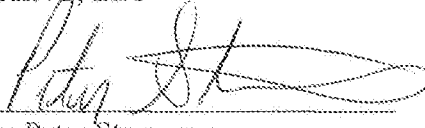
AYRKING CORPORATION

AYRKING, LLC

By: _____

Name: _____

Title: _____

By:  _____

Name: Peter Stressman

Title: Vice President of Finance and
Secretary

EXHIBIT A
PATENTS

U.S. Patent No. 9451789 for Breeding Sifting Table

U.S. Patent No. 8001920 for Automatic Food Product Breeding Apparatus

U.S. Patent Application filed October 12, 2020 for Apparatus for Commercial Kitchens

U.S. Patent Application No. 17/068,208 filed October 12, 2020 for Combined Stirring, Mixing and Blending

U.S. Patent Application No. 17/026184 filed September 19, 2020 for Marinator Apparatus

U.S. Patent Application No. 16/746407 filed January 17, 2020 for Breeding and Sifting Station

U.S. Provisional Patent Application No. 62915891 filed October 16, 2019 for MixStir

U.S. Provisional Patent Application No. 62902597 filed September 19, 2019 for Double Door Marinator

South African Patent No. 2014/04339 filed August 26, 2015 for Breeding Sifting Table

**EXHIBIT B
TRADEMARKS**

U.S. Federal Trademarks

Trademark Registration No. Application No.	Filing/Registration Date	Record Owner
<u>MIXSTIR</u> SN: 88801437	Filed: February 18, 2020	Ayrking Corporation (Kentucky Corp.)
<u>AYRKING</u> RN: 3425576 SN: 77171706	Filed: May 3, 2007 Registered: May 13, 2008	Ayrking Corporation (Kentucky Corp.)
<u>DRUMROLL</u> RN: 3513360 SN: 77171721	Filed: May 3, 2007 Registered: October 7, 2008	Ayrking Corporation (Kentucky Corp.)

Unregistered Marks

AyrKing logo

BBS

Breader/Blender/Sifter

BBS Flex

Slogan "Food Prep Specialists"

Domain Names

Ayrking.com

Ayrking.net

Ayrking.info

Ayrking.org

Ayrking.biz

Ayrking.co