

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM646572

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/25/2020		
RESUBMIT DOCUMENT ID:	900614348		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rose Acre Farms, Inc.		04/29/2021	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	EggLife Foods, Inc.		
Street Address:	1657 W Tipton Street		
City:	Seymour		
State/Country:	INDIANA		
Postal Code:	47274		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87693690	EGGLIFE	
Serial Number:	88862432	EGGLIFE	
Serial Number:	88862422	BREAKING GOOD	
Serial Number:	88814494	THE PERFECT WRAP	
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:	303-607-3655		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Dianna Gould/Anne Scholl		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	519114.46		
NAME OF SUBMITTER:	Dianna L. Gould		
SIGNATURE:	/Dianna L. Gould/		
DATE SIGNED:	05/13/2021		

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment Agreement"), effective as of June 25, 2020, is made and entered into by and between Rose Acre Farms, Inc., an Indiana corporation with an address of 1657 W Tipton Street, Seymour, Indiana 47274 USA (the "Assignor") and EggLife Foods, Inc., an Indiana corporation with an address of 1657 W Tipton Street, Seymour, Indiana 47274 USA (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Contribution Agreement, dated as of June 25, 2020, by and between the Assignor and the Assignee, the Assignor agreed to assign, transfer, convey and deliver to the Assignee all of the Assignor's right, title and interest in certain intellectual property, including, but not limited to, the trademarks shown on the attached Exhibit A; and

WHEREAS, the parties hereby execute and deliver this Assignment Agreement to perfect and confirm the foregoing assignment of trademarks, and for recording with the Trademark Office or equivalent entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for US\$5 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor hereby irrevocably assigns, transfers, conveys and delivers to the Assignee, nunc pro tunc, as of June 25, 2020, all of the Assignor's right, title and interest in and to the following (collectively, the "Marks"):
 - a. the Marks set forth on Exhibit A attached hereto, together with the applications and registrations therefor, the trade name and common law rights thereto, any and all copyright rights therein, any renewal rights pertaining thereto or designations or extensions thereof, and the goodwill of the business symbolized thereby, including that portion of the business to which the Marks pertain;
 - b. all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the right to apply for and receive registrations of the Marks throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but not obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Title.** The Assignor warrants that there are no licenses, encumbrances, or other agreements, either written, oral or implied, relating to the Marks, and that the Assignor has good and valid title thereto to assign to the Assignee.
3. **Recordation.** The Assignor hereby authorizes the Trademark Office and the officials of equivalent entities or agencies in any applicable jurisdictions to record and register this Assignment Agreement upon request by the Assignee.
4. **Counterparts.** This Assignment Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. Facsimile or other electronic transmission of a counterpart hereto shall constitute an original hereof.
5. **Successors and Assigns.** This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has caused this Assignment Agreement to be duly executed and delivered.

"ASSIGNOR"

Rose Acre Farms, Inc.

By: 

Name: Marcus Rust

Title: CEO

"ASSIGNEE"

EggLife Foods, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Assignment Agreement to be duly executed and delivered.

"ASSIGNOR"

Rose Acre Farms, Inc.

By: _____

Name: _____

Title: _____

"ASSIGNEE"

EggLife Foods, Inc.

By: ABV 4-29-21

Name: Dana Kean

Title: CEO - EGG LIFE FOODS, INC.

EXHIBIT A

Jurisdiction	Mark	Application No.	Application Date	Registration No.	Registration Date
Australia	EGGLIFE	1950267 (IR No. 1419139)	5/18/2018	1950267	6/11/2019
Canada	EGGLIFE	1899991	5/18/2018		
China	EGGLIFE	1419139	5/18/2018	1419139	1/21/2019
European Union	EGGLIFE	1419139	5/18/2018	1419139	1/25/2019
Japan	EGGLIFE	2018-360805 (IR No. 1419139)	5/18/2018	1419139	1/9/2020
Madrid Protocol	EGGLIFE	1419139	5/18/2018	1419139	5/18/2018
United Kingdom	EGGLIFE	1419139	5/18/2018	1419139	12/4/2018
United Kingdom	EGGLIFE	1419139	5/18/2018	UK00801419139	1/25/2019
United States	EGGLIFE	87693690 (IR No. 1419139)	11/21/2017	6108304	7/21/2020
United States	EGGLIFE	88862432	4/7/2020		
United States	BREAKING GOOD	88862422	4/7/2020		
United States	THE PERFECT WRAP	88814494	2/28/2020		

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ETAS ID: TM644320

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