

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM668575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Karlin Foods Group, LLC		08/01/2021	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Epic Source Foods, LLC		
<b>Street Address:</b>	877 W. MAIN STREET		
<b>Internal Address:</b>	SUITE 700		
<b>City:</b>	BOISE		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83702		
<b>Entity Type:</b>	Limited Liability Company: IDAHO		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4399667	CAPRACCINO	
<b>Registration Number:</b>	5520697	CONFUZED	
<b>Registration Number:</b>	4918612	EARTH DOC'S	
<b>Registration Number:</b>	5397076	FUNNY FARM	
<b>Registration Number:</b>	5188211	FUNNY FARM	
<b>Registration Number:</b>	5350746	FUNNY FARM	
<b>Registration Number:</b>	4890007	GET YOUR GOAT ON	
<b>Registration Number:</b>	5214373	GO GOAT	
<b>Registration Number:</b>	5493235	GOAT GOODNESS	
<b>Registration Number:</b>	3757310	LALOO'S	
<b>Registration Number:</b>	5147919	MYSTIC STRAWBERRY	
<b>Registration Number:</b>	5268147	NAPA VALLEY CHEESE CO.	
<b>Registration Number:</b>	5308516	NUTRITIONAL NOODLE PASTA CO	
<b>Registration Number:</b>	4399666	RUMPLEMINT	
<b>Registration Number:</b>	5281384	SPOON CONSISTENCY	
<b>Registration Number:</b>	5205183	THE EPIC SOURCE FOOD COMPANY	
<b>Registration Number:</b>	5205184	THE EPIC SOURCE FOOD COMPANY	
<b>Registration Number:</b>	4457877	THE GOAT MAKES IT GOOD	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4566298	VANILLA SNOWFLAKE
Registration Number:	5526101	WELCOME BACK TO REAL DAIRY

**CORRESPONDENCE DATA**

**Fax Number:** 2089545216

*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.*

**Phone:** 208-388-4875

**Email:** bfrazer@hawleytroxell.com

**Correspondent Name:** BRADLEE FRAZER

**Address Line 1:** 877 W. MAIN STREET

**Address Line 2:** SUITE 1000

**Address Line 4:** BOISE, IDAHO 83702

**NAME OF SUBMITTER:** Bradlee Frazer

**SIGNATURE:** /Bradlee Frazer/

**DATE SIGNED:** 08/18/2021

**Total Attachments: 7**

- source=EPIC SOURCE FOOD LLC - \_Assignment of IP 8-3-21. FINAL SIGNED docx#page1.tif
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## INTELLECTUAL PROPERTY ASSIGNMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Karlin Foods Group, LLC, an Ohio limited liability company (“**Assignor**”), hereby agrees as follows as of August 1, 2021 (the “**Effective Date**”):

1. **Assignment:** Assignor hereby assigns and agrees to assign to **EPIC SOURCE FOODS, LLC**, a limited liability company, organized and existing under the laws of the state of Idaho, and its designee(s) and assignee(s) (collectively, “**Assignee**”), and Assignee hereby assumes, all of Assignor’s right, title and interest in and to the inventions, discoveries, ideas, processes, works of authorship, software, code, writings, drawings, logos, developments, concepts, improvements and all derivatives thereof related to the matters set forth in **Exhibit 1** (hereinafter collectively “**Intellectual Property**”), whether or not patentable, copyrightable, or subject to other forms of protection, made, created, developed, written, authored, reduced to practice, or conceived by me, in whole or in part, either solely or jointly with others and regardless of where or when first created, authored or reduced to practice. Assignor agrees that Exhibit One shall be updated and supplemented by Assignor at Assignee’s request and shall operate as a continuing assignment of rights in and to such Intellectual Property.

2. **Assistance:** Assignor shall acknowledge and promptly deliver to Assignee such written instruments and do such other acts, including the disclosure to Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Assignee shall deem necessary in order to apply for and obtain and to assign and convey to Assignee, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to the Intellectual Property, and any copyrights, patents, trade secrets, know-how, or other intellectual property rights relating thereto. The obligations in this Section 2 continue after the expiration or termination of this Agreement.

3. **Power of Attorney:** If Assignee is unable, because of Assignor’s mental or physical incapacity or for any other reason, to secure Assignor’s signature to apply for or to pursue an application for any United States or foreign patents or copyright, trademark or domain name registrations covering Intellectual Property assigned to Assignee as above, then Assignor hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright, trademark or domain name registrations thereon with the same legal force and effect as if executed by Assignor.

4. **Records:** Assignor agrees to keep and maintain adequate and current written records of all inventions, discoveries, ideas, processes, works of authorship, drawings, text, logos, developments, concepts, and improvements, made by Assignor, either solely or jointly with others, relating to the Intellectual Property. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Assignee. The records will be available to and remain the sole property of Assignee at all times.

5. **General:** This Agreement shall be construed and interpreted pursuant to the laws of the state of Idaho without regard to its conflicts of laws provisions. Any dispute arising out of this Agreement shall be brought, prosecuted or defended solely in the state or federal courts of the state of Idaho, and Assignor consents to the jurisdiction of and exclusive venue within such courts. In any action arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney’s fees and costs.

6. **Warranties:** Assignor warrants and represents that Assignor is the sole owner of the trademark in and to the Intellectual Property assigned.

**Karlin Foods Group, LLC,**  
an Ohio limited liability company

By:   
Mitchell Karlin, Manager

**EXHIBIT 1**

Karlin Foods Group, LLC

Printed On: 28 Jun 2021 1:26:16 PM

Trademark Report By Title

**Search Criteria**

Client ID KAR12  
Status ACTIVE

**Display Options**

Actions All  
Goods All  
Images All  
Owner All  
Client Ref All

COUNTRY	REFERENCE # CLIENT REF #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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**A2 MOO [Class 29]**

UNITED STATES	KAR12-00202	Karlin Foods Group, LLC	04 May 2018 87/908,421		ALLOWED 029
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CURRENT DUE	ACTION
8/25/2021	STATEMENT OF USE
8/25/2021	FILE ITU EXTENSION

Goods: 029 - Cheese; all of the foregoing containing A2 beta-casein protein in whole or substantial part

**A2 MOO [Class 30]**

UNITED STATES	KAR12-00203	Karlin Foods Group, LLC	04 May 2018 87/908,426		ALLOWED 030
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CURRENT DUE	ACTION
10/6/2021	STATEMENT OF USE
10/6/2021	FILE ITU EXTENSION

Goods: 030 - Cheese flavored snacks, namely, puffed cheese balls; Macaroni and cheese; all of the foregoing containing A2 beta-casein protein in whole or substantial part

**CAPRACCINO**

UNITED STATES	KAR12-00204	Karlin Foods Group, LLC	31 Jan 2013 85/838,014	10 Sep 2013 4,399,667	REGISTERED 030
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CURRENT DUE	ACTION
9/10/2023	RENEWAL

Goods: 030 - Ice cream

**CONFUZED**

UNITED STATES	KAR12-00200	Karlin Foods Group, LLC	11 May 2017 87/446,128	17 Jul 2018 5,520,697	REGISTERED 029
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CURRENT DUE	ACTION
7/17/2024	AFFIDAVIT OF USE
7/17/2028	RENEWAL

Goods: 029 - Cheese

**EARTH DOC'S**

UNITED STATES	KAR12-00212	Karlin Foods Group, LLC	13 Nov 2013	15 Mar 2016	REGISTERED
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**TRADEMARK**  
**REEL: 007396 FRAME: 0067**

CURRENT DUE	ACTION
3/15/2022	AFFIDAVIT OF USE
3/15/2026	RENEWAL

Goods: 040 - Providing information to the public relating to preserving and protecting the environment to minimize the environmental impact of daily activities, namely, providing information about recycling

COUNTRY	REFERENCE # CLIENT REF #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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**FUNNY FARM**

UNITED STATES	KAR12-00215	Karlin Foods Group, LLC	22 Apr 2016 87/010,478	06 Feb 2018 5,397,076	REGISTERED 030
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CURRENT DUE	ACTION
2/6/2024	AFFIDAVIT OF USE
2/6/2028	RENEWAL

Goods: 030 - Crackers; Macaroni and cheese; Popcorn

UNITED STATES	KAR12-00213	Karlin Foods Group, LLC	22 Apr 2016 87/010,475	18 Apr 2017 5,188,211	REGISTERED 029
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CURRENT DUE	ACTION
4/18/2023	AFFIDAVIT OF USE
4/18/2027	RENEWAL

Goods: 029 - Cheese; cheese-based snack foods

UNITED STATES	KAR12-00214	Karlin Foods Group, LLC	17 Jul 2017 87/531,041	05 Dec 2017 5,350,746	REGISTERED 030
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CURRENT DUE	ACTION
12/5/2023	AFFIDAVIT OF USE
12/5/2027	RENEWAL

Goods: 030 - Pizza

**GET YOUR GOAT ON**

UNITED STATES	KAR12-00216	Karlin Foods Group, LLC	20 Dec 2013 86/149,877	19 Jan 2016 4,890,007	REGISTERED 030
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CURRENT DUE	ACTION
1/19/2022	AFFIDAVIT OF USE
1/19/2026	RENEWAL

Goods: 030 - Ice cream made wholly or substantially in part of goat's milk

**GO GOAT**

UNITED STATES	KAR12-00217	Karlin Foods Group, LLC	20 Dec 2013 86/149,871	30 May 2017 5,214,373	REGISTERED 030
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CURRENT DUE	ACTION
5/30/2023	AFFIDAVIT OF USE
5/30/2027	RENEWAL

Goods: 030 - Ice cream made wholly or substantially in part of goat's milk

**GOAT GOODNESS**

UNITED STATES	KAR12-00218	Karlin Foods Group, LLC	06 Mar 2017 87/359,556	12 Jun 2018 5,493,235	REGISTERED 030
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CURRENT DUE	ACTION
6/12/2024	AFFIDAVIT OF USE
6/12/2028	RENEWAL

Goods: 030 - Ice cream; Pasta; Pizza; Popcorn

**LALOO'S**

UNITED STATES	KAR12-00207	Karlin Foods Group, LLC	24 Jul 2009 77/788,953	09 Mar 2010 3,757,310	REGISTERED 030
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COUNTR	REFERENCE # CLIENT REF #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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LALOO'S continued.....

KAR12-00207 continued.....

CURRENT DUE	ACTION
3/9/2030	RENEWAL

Goods: 030 - Goat Milk Ice Cream

**MYSTIC STRAWBERRY**

UNITED STATES	KAR12-00219	Karlin Foods Group, LLC	21 Dec 2015 86/855,436	21 Feb 2017 5,147,919	REGISTERED 030
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CURRENT DUE	ACTION
2/21/2023	AFFIDAVIT OF USE
2/21/2027	RENEWAL

Goods: 030 - Ice cream

**NAPA VALLEY CHEESE CO.**

UNITED STATES	KAR12-00220	Karlin Foods Group, LLC	06 Feb 2017 87/325,843	15 Aug 2017 5,268,147	REGISTERED 029
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CURRENT DUE	ACTION
8/15/2023	AFFIDAVIT OF USE
8/15/2027	RENEWAL

Goods: 029 - Cheese

**NUTRITIONAL NOODLE PASTA CO**

UNITED STATES	KAR12-00221	Karlin Foods Group, LLC	11 Jan 2016 86/871,627	10 Oct 2017 5,308,516	REGISTERED 030
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CURRENT DUE	ACTION
10/10/2023	AFFIDAVIT OF USE
10/10/2027	RENEWAL

Goods: 030 - Pasta

**PLANET HARVEST [Class 29]**

UNITED STATES	KAR12-00223	Karlin Foods Group, LLC	31 May 2019 88/454,091		ALLOWED 029
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CURRENT DUE	ACTION
12/3/2021	STATEMENT OF USE
12/3/2021	FILE ITU EXTENSION

Goods: 029 - dry soup mixes; prepared and packaged dry dinner entrees and side dish mixes with one or more of meat, fish, poultry, vegetables, potatoes, or beans; packaged dried or cooked potatoes

**PLANET HARVEST [Class 30]**

UNITED STATES	KAR12-00210	Karlin Foods Group, LLC	12 Mar 2019 88/336,731		ALLOWED 030
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CURRENT DUE	ACTION
9/3/2021	FILE ITU EXTENSION
9/3/2021	STATEMENT OF USE

Goods: 030 - Mixes for making baking batters; Cereal bars; Cereal based energy bars; Cereal-based snack food; Flour; Breakfast cereals; Processed cereals; Ready-to-eat cereals

**RUMPLEMINT**

UNITED STATES	KAR12-00205	Karlin Foods Group, LLC	31 Jan 2013 85/838,006	10 Sep 2013 4,399,666	REGISTERED 030
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COUNTR	REFERENCE # CLIENT REF #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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RUMPLEMENT continued.....

KAR12-00205 continued.....

CURRENT DUE	ACTION
9/10/2023	RENEWAL

Goods: 030 - Ice cream

**SPOON CONSISTENCY**

UNITED STATES	KAR12-00222	Karlin Foods Group, LLC	02 Mar 2017 87/356,221	05 Sep 2017 5,281,384	REGISTERED 030
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CURRENT DUE	ACTION
9/5/2023	AFFIDAVIT OF USE
9/5/2027	RENEWAL

Goods: 030 - Ice cream

**THE EPIC SOURCE FOOD COMPANY**

UNITED STATES	KAR12-00201	Karlin Foods Group, LLC	14 Feb 2013 85/849,575	16 May 2017 5,205,183	REGISTERED 030
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CURRENT DUE	ACTION
5/16/2023	AFFIDAVIT OF USE
5/16/2027	RENEWAL

Goods: 030 - ice cream; corn-based snack foods

**THE EPIC SOURCE FOOD COMPANY [CI 25]**

UNITED STATES	KAR12-00209	Karlin Foods Group, LLC	14 Feb 2013 85/849,577	16 May 2017 5,205,184	REGISTERED 025
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CURRENT DUE	ACTION
5/16/2023	AFFIDAVIT OF USE
5/16/2027	RENEWAL

Goods: 025 - Shirts

**THE GOAT MAKES IT GOOD**

UNITED STATES	KAR12-00206	Karlin Foods Group, LLC	30 Jan 2013 85/836,832	31 Dec 2013 4,457,877	REGISTERED 030
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CURRENT DUE	ACTION
12/31/2023	RENEWAL

Goods: 030 - Ice cream

**VANILLA SNOWFLAKE**

UNITED STATES	KAR12-00208	Karlin Foods Group, LLC	31 Jan 2013 85/837,998	15 Jul 2014 4,566,298	REGISTERED 030
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CURRENT DUE	ACTION
7/15/2024	AFFIDAVIT W/RENEWAL

Goods: 030 - Ice cream

**WELCOME BACK TO REAL DAIRY**

UNITED STATES	KAR12-00211	Karlin Foods Group, LLC	30 Jun 2017 87/513,502	24 Jul 2018 5,526,101	REGISTERED 030
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CURRENT DUE	ACTION
7/24/2024	AFFIDAVIT OF USE
7/24/2028	RENEWAL



COUNTR	REFERENCE # CLIENT REF #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	ST.
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WELCOME BACK TO REAL DAIRY continued....

KAR12-00211 continued....

Goods: 030 - Ice cream; Pasta; Popcorn

END OF REPORT  
ITEMS SELECTED =

TOTAL  
24