

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delicious Nutritious, LLC		08/09/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cantaloupe, Inc.		
Street Address:	100 Deerfield Lane, Suite 300		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4953027	YOKE	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<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:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	John W. McGlynn		
Address Line 1:	2200 Renaissance Blvd, Suite 350		
Address Line 4:	King of Prussia, PENNSYLVANIA 19406		
ATTORNEY DOCKET NUMBER:	USE-773US		
NAME OF SUBMITTER:	John W. McGlynn		
SIGNATURE:	/jwm/		
DATE SIGNED:	08/24/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is dated as of August 9, 2021 (the “**Effective Date**”), by and between Cantaloupe, Inc., a Pennsylvania corporation (“**Buyer**”), and Delicious Nutritious, LLC, a California limited liability company (“**Seller**”). Buyer and Seller are each individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”. All capitalized terms used in this Trademark Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, this Trademark Assignment is being entered into in connection with the transactions contemplated by that certain Asset Purchase Agreement entered into by and between the Buyer, Seller, Michael M. Johnson, an individual resident of the State of California and a member of the Seller (“**Johnson**”), Benjamin Thomas, an individual resident of the State of California and a member of the Seller (“**Thomas**”) and Mark Masterson, an individual resident of the State of California and a member of the Seller (“**Masterson**”), dated as of even date herewith (the “**Purchase Agreement**”); and

WHEREAS, upon the terms and subject to the conditions contained in the Purchase Agreement, the Seller has agreed to, among other things, assign and transfer to the Buyer the trademarks listed in the attached Schedule A (collectively, the “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties agree as follows:

1. In connection with the transactions contemplated by the Purchase Agreement, the Seller hereby irrevocably and unconditionally conveys, sells, assigns, delivers and transfers to the Buyer and its successors and assigns, and Buyer hereby accepts, all of the Seller’s entire worldwide right, title and interest of whatever kind in and to the Trademarks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Seller has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Trademarks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Trademarks by a third party and to which Seller is or would have been entitled had this Trademark Assignment not been made.

2. The Seller agrees to execute and deliver to the Buyer, without further consideration, such instruments of transfer and other instruments as may be reasonably requested by the Buyer in order to confirm the assignment, transfer and conveyance of the Trademarks to the Buyer contemplated by this Trademark Assignment, with any third-party transfer costs to be paid by the Buyer.

3. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

4. This Trademark Assignment may be executed in two counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and both of which shall be deemed, collectively, as one agreement.

5. This Trademark Assignment shall be governed and construed in accordance with the laws of the State of Georgia without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of the State of Georgia.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

SELLER:

Delicious Nutritious LLC

DocuSigned by:
By Michael Johnson
F44C1AF22C7B48B...
Name: Michael M. Johnson
Title: Chief Executive Officer

BUYER:

Cantaloupe, Inc.

By: _____
Name: Sean Feeney
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007401 FRAME: 0809

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

SELLER:

Delicious Nutritious LLC

By: _____

Name: Michael M. Johnson

Title: Chief Executive Officer

BUYER:

Cantaloupe, Inc.

By: _____


Name: Sean Feeney

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

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SCHEDULE A

TRADEMARKS

1. YOKE
26, 36 and 38)

Reg. No. 4,953,027; May 3, 2016; Trademark Class 9 (U.S., CLS. 21, 23,