

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/20/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bottom Line Process Technologies, Inc.		03/14/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Specialty Process Engineering Company, LLC		
Street Address:	25523 West Ruff Street		
City:	Plainfield		
State/Country:	ILLINOIS		
Postal Code:	60585		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4811247	CACAO CUCINA	
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:	7272304949		
Email:	tm@maxeyfisher.com		
Correspondent Name:	Brittany J. Maxey-Fisher		
Address Line 1:	100 Second Avenue South		
Address Line 2:	Suite 401N		
Address Line 4:	SAINT PETERSBURG, FLORIDA 33701		
NAME OF SUBMITTER:	Brittany J. Maxey-Fisher		
SIGNATURE:	/Brittany J. Maxey-Fisher/		
DATE SIGNED:	03/14/2022		
Total Attachments: 3			
source=20220314_852004_CACAO_CUCINA_wm_Assignment_Agreement_duly_signed#page1.tif			
source=20220314_852004_CACAO_CUCINA_wm_Assignment_Agreement_duly_signed#page2.tif			
source=20220314_852004_CACAO_CUCINA_wm_Assignment_Agreement_duly_signed#page3.tif			

OP \$40.00 4811247

TRADEMARK ASSIGNMENT AGREEMENT
(NUNC PRO TUNC)

WHEREAS, Bottom Line Process Technologies, Inc., a Florida Corporation located at 7040 Key Haven Road, Apartment 205, Seminole, Florida 33777, hereafter referred to as "Assignor," has adopted, owned, and used the following word mark

CACAO CUCINA

for which a Certificate of Registration was issued in the United States Patent and Trademark Office on September 15, 2015, and assigned Registration No. 4,811,247;

Whereas Specialty Process Engineering Company, LLC, an Illinois Limited Liability Company located at 25523 West Ruff Street, Plainfield, Illinois 60585, hereafter referred to as "Assignee", is desirous of acquiring said mark and the issued Certificate of Registration thereof;

Whereas, pursuant to and as set forth in the Asset Purchase Agreement between Assignor and Assignee dated March 20, 2020, wherein trademarks and other business assets were purchased and transferred, and this Trademark Assignment Agreement being entered for the purposes of establishing a clear chain of title between Assignor and Assignee, Assignor hereby assigns the mark, the registration thereof, and the goodwill associated therewith to Assignee;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee *nunc pro tunc* effective as of March 20, 2020, all right, title and interest in and to said mark, together with the goodwill of the business symbolized by the mark, and the above identified registration number thereof.

AND, as a part of said consideration, Assignor hereby warrants that title to said mark is clear and unencumbered. Specifically, there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied with respect to the above-identified mark and corresponding Certificate of Registration that will impair, diminish, limit, impact or abridge the interest herein conveyed at the time of the execution of this instrument by both parties.

Assignor further agrees to communicate to said Assignee, its representatives or agents, any facts relating to said mark, whenever requested; and to execute and deliver on request, all lawful papers required to make any of the foregoing provisions effective, and likewise to make these provisions binding upon my heirs, legal representatives, administrators, or assigns.

Assignor further agrees, and hereby grants the Assignee and its duly authorized representatives the power to insert on this agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any equivalent foreign office, for the sole purpose of properly recording this document.

Assignor and Assignee further agree this Trademark Assignment Agreement shall be contingent upon full satisfaction of the payment of the Purchase Price agreed upon by way of the Asset Purchase Agreement dated March 20, 2020, between Assignor and Assignee.

The preamble and recitals set forth above are hereby ratified and incorporated herein and made a part of this Agreement by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date written below next to my name.

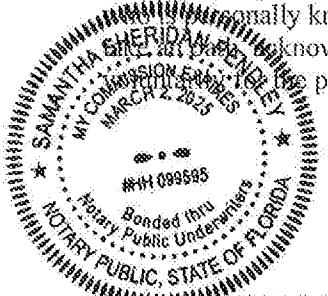
FOR ASSIGNOR BOTTOM LINE PROCESS TECHNOLOGIES, INC.:

[Signature]
Authorized Representative
John Vessa

3/19/22
Date

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me this 14th day of March, 2022, by John Vessa, personally known to me or who has produced Drivers License as identification, and who did acknowledge that the above and foregoing is true and that it was executed freely and for the purposes expressed above.



[Signature]
Notary Public
My Commission Expires: 3/2/2025

FOR ASSIGNEE SPECIALTY PROCESS ENGINEERING COMPANY, LLC:

Authorized Representative
Printed Name:

Date

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the Authorized Representative of Specialty Process Engineering Company, LLC, who is personally known to me or who has produced _____ as identification, and who did take an oath, acknowledging that the above and foregoing is true and that it was executed freely and voluntarily for the purposes expressed above.

Notary Public
My Commission Expires: _____

Instructions for execution: This Assignment should be signed by the signatory before an acknowledging authority. If executed in the U.S., signature must be acknowledged before a notary public; if executed abroad, a signature must be acknowledged by one of the following: (i) a diplomatic or consular officer of the United States; (ii) an officer authorized to administer oaths, provided his authority is proved by a certificate of a diplomatic or consular officer of the United States; or (iii) an apostille of an official, designated by a foreign county, that by treaty or convention, accords like effect to apostilles of designated officials in the United States.

Assignor and Assignee further agree this Trademark Assignment Agreement shall be contingent upon full satisfaction of the payment of the Purchase Price agreed upon by way of the Asset Purchase Agreement dated March 20, 2020, between Assignor and Assignee.

The preamble and recitals set forth above are hereby ratified and incorporated herein and made a part of this Agreement by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date written below next to my name.

FOR ASSIGNOR BOTTOM LINE PROCESS TECHNOLOGIES, INC.:

Authorized Representative
John Vessa

Date

State of _____)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by John Vessa, who is personally known to me or who has produced _____ as identification, and who did take an oath, acknowledging that the above and foregoing is true and that it was executed freely and voluntarily for the purposes expressed above.

Notary Public
My Commission Expires: _____

FOR ASSIGNEE SPECIALTY PROCESS ENGINEERING COMPANY, LLC:

Brian R. Bernard

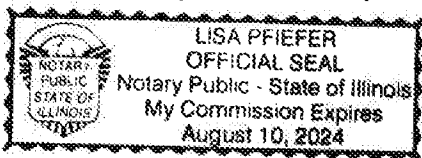
Authorized Representative
Printed Name: Brian R. Bernard

3-14-2022

Date

State of IL)
County of WILL)

The foregoing instrument was acknowledged before me this 14 day of March, 2022, by BRIAN R. BERNARD, the Authorized Representative of Specialty Process Engineering Company, LLC, who is personally known to me or who has produced _____ as identification, and who did take an oath, acknowledging that the above and foregoing is true and that it was executed freely and voluntarily for the purposes expressed above.



Lisa Pfiefer

Notary Public
My Commission Expires: 8-10-2024

Instructions for execution: This Assignment should be signed by the signatory before an acknowledging authority. If executed in the U.S., signature must be acknowledged before a notary public; if executed abroad, a signature must be acknowledged by one of the following: (i) a diplomatic or consular officer of the United States; (ii) an officer authorized to administer oaths, provided his authority is proved by a certificate of a diplomatic or consular officer of the United States; or (iii) an apostille of an official, designated by a foreign county, that by treaty or convention, accords like effect to apostilles of designated officials in the United States.