

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724290

<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>
Nicholaos N. Sahlas		04/20/2022	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VerticalScope Inc.		
<b>Street Address:</b>	111 Peter Street		
<b>Internal Address:</b>	Suite 901		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V2H1		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2440262	CHEF TALK	
<b>Registration Number:</b>	6226057	CHEF TALK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5125364598		
<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>			
<b>Phone:</b>	17136515233		
<b>Email:</b>	aoipdocket@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Andrea Shannon		
<b>Address Line 1:</b>	1301 McKinney, Suite 5100		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	1001207592		
<b>NAME OF SUBMITTER:</b>	Andrea K. Shannon		
<b>SIGNATURE:</b>	/Andrea K. Shannon/		
<b>DATE SIGNED:</b>	04/27/2022		
<b>Total Attachments: 4</b>			
source=220420 - Trademark Assignment - ChefTalk.com - Nicholaos N. Sahlas - signed#page1.tif			
source=220420 - Trademark Assignment - ChefTalk.com - Nicholaos N. Sahlas - signed#page2.tif			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made and entered into as April 20, 2022, by and among Nicholas N. Sahlas (“**Assignor**”), an individual residing in Illinois, and VerticalScope Inc., an Ontario corporation (“**Assignee**”), and is effective as of March 25, 2022.

WHEREAS, ChefTalk Inc. (the “**Seller**”), the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated on March 25, 2022 (the “**Purchase Agreement**”), pursuant to which the Assignee has acquired all of the Seller’s and Assignor’s right, title and interest in certain trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, the trademark, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “**Assigned Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Recordation and Further Assurances. Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment upon request by Assignee. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor thereto, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

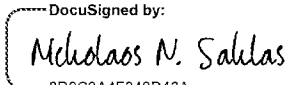
3. Representations. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

4. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement.

Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement, the terms of which, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


**[Signature Page Follows]**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative.

By:    
Name: Nicholas N. Sahlas

**[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]**

**SCHEDULE I****ASSIGNED TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Int. Class</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Status</b>
"CHEF TALK"	U.S.A	42	09/10/1999	75799322	04/03/2001	2440262	CURRENT/ RENEWED
 CHEF TALK	U.S.A	42, 43	04/30/2020	88895687	12/22/2020	6226057	CURRENT/ RENEWED