

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BETTER 4 YOU BREAKFAST, INC., AKA BETTER 4 YOU MEALS		08/15/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	REVOLUTION FOODS, PBC		
Street Address:	985 3rd Street		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94607		
Entity Type:	Public Benefit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6203610	B4YM	
Registration Number:	6208812	BETTER 4 YOU MEALS	
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>			
Email:	tm@cpdb.com		
Correspondent Name:	Karen S. Frank		
Address Line 1:	ONE MONTGOMERY STREET, SUITE 3000		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Karen S. Frank		
SIGNATURE:	/karen s frank/		
DATE SIGNED:	08/18/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "IP Assignment Agreement") is dated as of July 20, 2022 (the "Effective Date"), by and between **BETTER 4 YOU BREAKFAST, INC., AKA BETTER 4 YOU MEALS**, a California corporation ("Seller") and **REVOLUTION FOODS, PBC**, a Delaware public benefit corporation ("Buyer"). (Seller and Buyer are each a "Party" and, collectively, the "Parties.")

RECITALS

WHEREAS, the Parties have entered into a certain Asset Purchase Agreement dated as of June 17, 2022 (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, as part of the Purchase Agreement, the Parties agreed that Seller would sell, assign, transfer, convey, and deliver to Buyer, on the terms and conditions set forth in the Purchase Agreement, all of Seller's right, title and interest in, to and under the Acquired Assets; and

WHEREAS, pursuant to the Agreement, the Acquired Assets includes all of Seller's intellectual property including, but not limited to Seller's patents, trademarks, domain names, social media handles, open source software, and any other Intellectual Property listed in Schedule 4.13 of the Purchase Agreement (the "Assigned Intellectual Property").

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Buyer and Seller hereby agree as follows:

INTELLECTUAL PROPERTY ASSIGNMENT

1. Materiality of Recitals. The Parties agree and acknowledge that the statements set forth above in the Recitals are material to this IP Assignment Agreement and are incorporated herein by reference.

2. Assignment of Intellectual Property Assets/Conveyance of All Rights. As of the Effective Date, and pursuant to the Purchase Agreement, Seller hereby grants, sells, assigns, transfers, conveys, and quitclaims to Buyer, to the fullest extent possible, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all Assigned Intellectual Property set forth in Schedule 4.13 of the Purchase Agreement, as set forth below:

(a) The Trademarks of Seller, including all registrations and applications therefore throughout the world, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all other corresponding rights that are or may be secured under all governing laws of any country, now or hereafter in effect, including, but not limited to the following, and as set forth on Schedule A hereto::

B4YM



, U.S. Reg. No. 6,203,610



, U.S. Reg. No. 6,208,812

(b) The Domain Names of Seller set forth in Schedule A hereto, including all registrations and applications therefore throughout the world, and all issuances, extensions, and renewals thereof and all other corresponding rights that are or may be secured under all governing laws of any country, now or hereafter in effect, including, but not limited to the following:

ww.better4youmeals.com
<http://www.better4youmeals1.com/>
<http://www.better4youmeals.biz/>
<https://b4ymarket.com/>
b4ybordering.com
b4ymcatering.com
balancefoods.co
balancefoods.net
balancesnax.net
better4youbreakfast.com
better4youmeals.info
better4youmeals.net
better4youmeals.org
better4yousnack.com
better4yousnackbox.com
Morenobrosdist.com

(c) The Social Media Accounts of Seller as set forth in Schedule A hereto, including but not limited to the following:

Facebook Account: better4youmeals
URL: <https://www.facebook.com/better4youmeals>

(d) The Software owned by the Seller, including but not limited to the trade secrets and copyright interests related thereto resulting from the development of the software known internally as “The Ordering System.”

and

(e) Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to, and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions; Recordation.

(a) Seller hereby authorizes the United States Patent and Trademark Office to record and to register this IP Assignment Agreement upon request by Buyer.

(b) Following the Effective Date, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonable and necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Buyer, or any assignee or successor thereto.

(c) Seller agrees to cooperate with Buyer and to follow Buyer's reasonable instructions in order to effectuate the transfer of the Domain Names in a timely manner, and Seller or Buyer is hereby expressly permitted and authorized to provide a copy of this instruction to any such Registrar as necessary to accomplish such transfer. Further, within five (5) business days following the Effective Dates hereof, Seller shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Registrar for each of the Domain Names to transfer such Domain Names to the Buyer; (ii) submit or file such registrant name change agreements or other forms to or with the Registrars in accordance with the policies and rules of the Registrar(s); and (iii) take any and all other further actions in accordance with the policies and rules of the Registrar(s) as required to transfer such Domain Names to Buyer;

(d) Following the execution of this IP Assignment Agreement, Seller will cease to maintain an Internet site under any of the Domain Names effective immediately. Seller agrees to complete, execute, send appropriate response emails, take any other off-line or online action and/or deliver or file any and all instruments or documents necessary to record the sale and transfer of the Domain Names and to undertake whatever other actions may be required by the Seller so that Buyer can have the Domain Names redirect to compete servers designated by the Buyer. Seller further agrees to understand whatever other actions that are required of an assignor by the Registrar(s), including, without limitation, the initiation of the transfer process and removal of any registrar locks, to effectuate the transfer of ownership of the Domain Names to Buyer so that Buyer will be the sole registered owner of the Domain Names and will be registered on whatever ICANN-accredited registrar that Buyer shall designate; and

(e) In the event Buyer determines that it will require from Seller further documentation or instruments to allow it to register the Domain Names and/or to effect the assignment of the

Trademarks or Patents, Seller agrees to execute such other or additional documents as Buyer deems necessary to record, perfect, protect, and/or enforce its full and exclusive rights to the Assigned Intellectual Property, including of the Trademarks, Patents, Domain Names, and/or Social Media, and their associated goodwill.

4. Seller Covenant. Seller hereby covenants that it has full and complete authority to make this Intellectual Property Assignment, and that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this IP Assignment Agreement.

5. Terms of the Purchase Agreement. This IP Assignment Agreement is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this IP Assignment Agreement to the extent and as provided in the Purchase Agreement. Nothing contained in this IP Assignment Agreement shall be deemed to supersede or change any of the provisions set forth in the Purchase Agreement. In the event of any conflict between this IP Assignment Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

7. Applicable Law. This Agreement shall be governed by the laws of the State of California without giving effect to any choice or conflict of law principles of any jurisdiction that would result in the application of the laws of any other jurisdiction.

8. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date first above written.

**BETTER 4 YOU BREAKFAST, INC. AKA
BETTER 4 YOU MEALS**

By: *Jacqueline Duvivier Castillo*
Name: Jacqueline Duvivier Castillo
Its: Chief Business Officer
Dated: 15-Aug-2022

REVOLUTION FOODS, PBC

By: *Dominic Engels*
Name: Dominic Engels
Its: Chief Executive Officer
Dated: 15-Aug-2022

SCHEDULE A

Patents

None

Copyrights



No registered copyrights.

All rights in any and all written materials, advertising and promotional materials, packaging, social media content, software programs and other original works of authorship associated with the Better 4 You Meals brand and company.

Domain Names and Websites

www.better4youmeals.com
http://www.better4youmeals1.com/
http://www.better4youmeals.biz/
https://b4ymarket.com/
b4ybordering.com
b4ymcatering.com
balancefoods.co
balancefoods.net
balancesnax.net
better4youbreakfast.com
better4youmeals.info
better4youmeals.net
better4youmeals.org
better4yousnack.com
better4yousnackbox.com
Morenobrosdist.com

Trademarks

Mark	App. No. / App. Date	Reg. No. / Reg. Date	Owner	Jurisdiction	Status
	88-667966 October 24, 2019	6203610 November 24, 2020	Better 4 You Breakfast, Inc.	United States	Registered
	88-659043 October 17, 2019	6208812 December 1, 2020	Better 4 You Breakfast, Inc.	United States	Registered

Social Media

Facebook Account: better4youmeals

URL: <https://www.facebook.com/better4youmeals>

Software

Seller owns trade secret and copyright interests in proprietary software development for Seller, known internally as The Ordering System. Seller uses The Ordering System only for internal purpose and does not license it to third parties.

Signatures

Dominic Engels

Signed by: Dominic Engels on: 15-Aug-2022

Job Title: **CEO**
Company: **Revolution Foods, PBC**

Jacqueline Duvivier Castillo

Signed by: Jacqueline Duvivier Castillo on: 15-Aug-2022

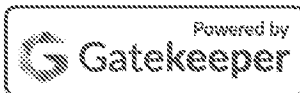
Job Title: **Chief Business Officer**
Company: **Better 4 You Meals, Inc.**

eSign Audit Trail

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Document History

	Signed by Jacqueline Duvivier Castillo	15-Aug-2022 17:13:31 UTC	Location: CA , United States 45.62, 177.20
	Signed by Dominic Engels	15-Aug-2022 17:01:25 UTC	Location: San Bruno, CA 94066, United States 96.78, 187.57
	Viewed by Dominic Engels	15-Aug-2022 17:01:00 UTC	Location: San Bruno, CA 94066, United States 96.78, 187.57
	Viewed by Dominic Engels	15-Aug-2022 17:00:58 UTC	Location: United States 51.51, 71.231
	Viewed by Dominic Engels	15-Aug-2022 17:00:57 UTC	Location: Perth, WA 6001, Australia 116.12, 189.145
	Viewed by Jacqueline Duvivier Castillo	15-Aug-2022 18:06:48 UTC	Location: CA , United States 45.62, 177.20
	Started by Gemma Mondala (gmondala@revolutionfoods.com)	15-Aug-2022 16:54:13 UTC	Location: Pittsburg, CA 94565, United States 78.77, 189.243



RECORDED: 08/18/2022

TRADEMARK
REEL: 007825 FRAME: 0942