

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freeze-Dry Foods LLC		08/18/2022	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Ready Foods LLC		
Street Address:	148 South Redmond Street		
City:	Jackson		
State/Country:	WYOMING		
Postal Code:	83001		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77607123	DAILY BREAD	
Serial Number:	77822109	FOODINSURANCE	
Serial Number:	85420327	DAILY BREAD	
Serial Number:	85420442		
Serial Number:	85420364	FOOD INSURANCE	
Serial Number:	85420476		
Serial Number:	86729478	CAMPFIRE MEALS	
Serial Number:	85845896	PIPERS	
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:	714-427-7000		
Email:	ipocdocket@swlaw.com		
Correspondent Name:	Deborah A. Gubernick		
Address Line 1:	600 Anton Blvd.		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Deborah A. Gubernick		

CH \$215.00 77607123

SIGNATURE:	/dag/
DATE SIGNED:	08/19/2022
Total Attachments: 4 source=38142.00083 - Executed Assignment#page1.tif source=38142.00083 - Executed Assignment#page2.tif source=38142.00083 - Executed Assignment#page3.tif source=38142.00083 - Executed Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of August 18, 2022 by and between Freeze-Dry Foods LLC, a Wyoming limited liability company (“**Assignor**”), and Ready Foods LLC, a Wyoming limited liability company (“**Assignee**”). Each of Assignor and Assignee may be referred to in this Agreement as a “**Party**”, and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Transfer Agreement, dated as of even date herewith, by and between Assignor and Assignee (the “**Transfer Agreement**”).

RECITALS

WHEREAS, pursuant to the Transfer Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s registered and unregistered trademarks, service marks and trade names, including any pending applications therefor, as set forth on Schedule 1 attached hereto (collectively, the “**Marks**”), together with the goodwill of the Marks, the goodwill of Assignor’s business related to the Marks, and all common law trademark rights pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys and transfers to Assignee, and Assignee hereby acquires, accepts and assumes from Assignor, all right, title, and interest in and to the Marks, together with the goodwill of the Marks, the goodwill of Assignor’s business related to the Marks, and all Assignor’s common law trademark rights pertaining thereto, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; together with all claims for damages by reason of past infringements of the Marks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee’s successors, assigns and other legal representatives. Assignor does hereby further transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Marks in any country foreign to the United States of America to the extent such rights exist.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, any officer of any country or countries foreign to the United States, and any other state, provincial or local governmental authority whose duty it is to register or issue the Marks, , to issue the same to Assignee and Assignee’s successors, assigns and other legal representatives in accordance with the terms of this Agreement.

3. Governing Agreement. This Agreement is executed and delivered pursuant to the Transfer Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Transfer Agreement, the conflicting term or provision of the Transfer Agreement shall govern and control to the extent of such conflict.

4. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. Further Assurances. Assignor shall, without additional consideration, take such further actions and execute promptly such further documents as are necessary for Assignee to effect and record the assignments contemplated hereby, including any actions or documents required by any applicable international or domestic registrar or governmental body to document the assignments contemplated hereby or as may be necessary to secure and vest good, valid and marketable title to the Marks and related rights in Assignee.

6. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Wyoming.

7. Counterparts. A Party may deliver executed signature pages to this Agreement by original, electronic signature or facsimile transmission to the other Party, which shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

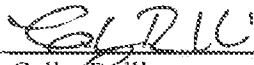
[signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

FREEZE-DRY FOODS LLC

By: Ready Foods LLC
Its: Manager

By: 
Name: Colby Rollins
Title: Manager





ASSIGNEE:

READY FOODS LLC

By: 
Name: Colby Rollins
Title: Manager

SCHEDULE 1

TRADEMARKS

Mark	Country	Owner	Filing Date App. No.	Reg. Date Reg. No.
DAILY BREAD	US	Freeze-Dry Foods, LLC	11/4/2008 77607123	7/14/2009 3653868
FOODINSURANCE	US	Freeze-Dry Foods, LLC	9/8/2009 77822109	8/31/2010 3840205
DAILY BREAD	US	Freeze-Dry Foods, LLC	9/12/2011 85420327	5/8/2012 4138771
Fork Design 	US	Freeze-Dry Foods, LLC	9/12/2011 85420442	5/8/2012 4138782
FOOD INSURANCE	US	Freeze-Dry Foods, LLC	9/12/2011 85420364	5/15/2012 4142095
Droplet Design 	US	Freeze-Dry Foods, LLC	9/12/2011 85420476	6/19/2012 4160412
CAMPFIRE MEALS Design 	US	Freeze-Dry Foods, LLC	8/19/2015 86729478	5/3/2016 4950777
PIPERS	US	Freeze-Dry Foods, LLC	2/11/2013 85845896	9/6/2016 5036799
PIPERS Design 	Canada	Freeze-Dry Foods, LLC	2/8/2013 1613671	7/7/2014 TMA881358