

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755233

<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>
INDEPENDENT QUALITY FOODS, LLC		09/12/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QUIRCH FOODS HOLDINGS, LLC		
<b>Street Address:</b>	2701 S. LE JEUNE ROAD		
<b>Internal Address:</b>	FLOOR 12		
<b>City:</b>	MIAMI		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33134		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77928856	SUSPENDED FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3057288831		
<b>Email:</b>	ADMIN@BRICKELLIP.COM		
<b>Correspondent Name:</b>	THE BRICKELL IP GROUP, PLLC		
<b>Address Line 1:</b>	1101 BRICKELL AVE.		
<b>Address Line 2:</b>	SOUTH TOWER, STE. 800		
<b>Address Line 4:</b>	MIAMI, FLORIDA 33131		
<b>ATTORNEY DOCKET NUMBER:</b>	00194-00058		
<b>NAME OF SUBMITTER:</b>	Richard Guerra		
<b>SIGNATURE:</b>	/Richard Guerra/		
<b>DATE SIGNED:</b>	09/14/2022		
<b>Total Attachments: 2</b>			
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OP \$40.00 77928856

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), made effective this 12 day of September, 2022 by and between Independent Quality Foods, LLC, a Florida limited liability company having a principal place of business at 115 Rosemary Avenue, Rosemary Beach, FL 32461, ("Assignor"), and Quirch Foods Holdings LLC, a Florida limited liability company having a principal place of business at 2701 S. Le Jeune Road, Floor 12, Miami, FL 33134 ("Assignee").

WHEREAS, Assignor is the proprietor of certain trademarks identified on Schedule "A" to this Agreement and all goodwill associated therewith (collectively, the "Assigned Trademarks");

WHEREAS, Assignor has agreed to assign the Assigned Trademarks to Assignee and Assignee hereby accepts the assignment.

**NOW, THEREFORE**, for valuable consideration, wherein the receipt and sufficiency of such valuable consideration are hereby acknowledged, Assignor hereby, sells, assigns, transfers, conveys and delivers to Assignee, all of her right, title and interest in, to and under the Assigned Trademark, together with any goodwill in connection with any use of the same, together with and all rights, powers and privileges of any kind or nature belonging thereto or incident or appurtenant thereto, including, without limitation, all reissues, renewals and extensions thereof and applications relating thereto, the right to claim priority therefor, the right to sue in respect of all infringements of the Assigned Trademarks, which may have occurred before the effective date of this Agreement, the right to all remedies including recovery damages (including past damages), an accounting of profits, or other proceeds in respect of such infringements, and all other rights, privileges and powers with respect to the Assigned Trademark, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

IN WITNESS WHEREOF, this Agreement has been executed and delivered on the date first above written.

Independent Quality Foods, LLC  
*Assignor*

By: Brandon Lobaugh

Name: Brandon Lobaugh

Title: President

Quirch Foods Holdings, LLC  
*Assignee*

By: Carmen M. Sabater

Name: Carmen M. Sabater

Title: CFO

**Schedule "A"**

<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Registration No.</b>
SUSPENDED FRESH	Registered	77928856	3939680