

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Julian Bakery Inc.		07/08/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Julian's Foods LLC		
Street Address:	3021 Industry St.		
City:	Oceanside		
State/Country:	CALIFORNIA		
Postal Code:	92054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	6071464	CARBZERO	
Serial Number:	97458072	CARB ZERO	
Registration Number:	6125034	PROCEREAL	
Registration Number:	6125044	PROCOOKIE	
Registration Number:	5765474	VEGANTHIN	
Registration Number:	5723789	STAYTHIN	
Registration Number:	5779157	JULIAN BAKERY	
Registration Number:	5760837	JULIAN BAKERY	
Registration Number:	6392173	JULIAN BAKERY	
Registration Number:	6224894	JULIAN BAKERY	
Registration Number:	5568822	PURE MONK	
Registration Number:	5445077	D-MAX	
Registration Number:	5471084	PEGAN THIN	
Registration Number:	5470538	PRIMALTHIN	
Registration Number:	6316579	KETO THIN	
Registration Number:	5347671	KETOTHIN	
Registration Number:	5139169	PALEO PROTEIN BAR	
Registration Number:	5121321	PALEO CHEESE	
Registration Number:	4766185	PALEO PROTEIN BAR	

OP \$640.00 6071464

Property Type	Number	Word Mark
Registration Number:	5028938	PALEO WRAPS
Registration Number:	5089631	PALEO THIN
Registration Number:	5224164	PRIMAL PROTEIN POWDER
Registration Number:	5287552	INSTAKETONES
Registration Number:	5224286	PROGRANOLA
Registration Number:	5250783	IKDIET

CORRESPONDENCE DATA

Fax Number: 6192350398
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.
Phone: 6195253865
Email: docketing@procopio.com
Correspondent Name: Barry F. Soalt c/o Procopio
Address Line 1: 525 B Street, Suite 2200
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	132204000009
NAME OF SUBMITTER:	Barry F. Soalt
SIGNATURE:	/Barry F. Soalt/
DATE SIGNED:	10/25/2022

Total Attachments: 7
source=Executed Trademark Assignment US#page1.tif
source=Executed Trademark Assignment US#page2.tif
source=Executed Trademark Assignment US#page3.tif
source=Executed Trademark Assignment US#page4.tif
source=Executed Trademark Assignment US#page5.tif
source=Executed Trademark Assignment US#page6.tif
source=Executed Trademark Assignment US#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment of IP") is executed, made effective and delivered as of July 8, 2022, by and among JULIAN'S FOODS LLC, a Delaware limited liability company, located at 3021 Industry St., Oceanside, CA 92054 ("Assignee"), JULIAN BAKERY INC., a California corporation, located at 3021 Industry St., Oceanside, CA 92054 (the "Company") and Heath Squier ("Squier" and together with the Company, collectively, the "Assignor").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated July 8, 2022 (the "Purchase Agreement"). Assignor agreed to sell and Assignee agreed to purchase the Purchased Assets (as defined in the Purchase Agreement), in accordance with the terms and conditions specified in the Purchase Agreement;

WHEREAS, all capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement;

WHEREAS, Assignor is the owner of all Intellectual Property related to the Business, including such Intellectual Property attached hereto as Annex I (collectively, the "Rights"); and Rights.

WHEREAS, Assignee desires to acquire the entire right, title and interest, in and to said Rights.

NOW, THEREFORE, in reliance upon the representations and warranties made in the Purchase Agreement and in consideration of the mutual covenants and agreements contained in the Purchase Agreement and other good and valuable consideration, including the payment of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective immediately by this document (the "Assignment"). Assignor does hereby sell, assign, transfer, and set over to Assignee, for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor's entire right, title and interest in the United States, all foreign countries and jurisdictions, and throughout the universe, in the Rights and any renewals thereof, together with the good will symbolized by and associated with the business conducted under said Rights, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the Rights assigned to Assignee under this Assignment.

2. Recordation of Assignee as Owner. Assignor authorizes and requests any governmental body. Including without limitation the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as owner of the Rights, or any

portion thereof, as assignee of the entire title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Additional Documents. Assignor hereby agrees to execute (and/or to have promptly executed by its predecessors, if any) any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred; provided, however, that the provision of the foregoing cooperation and assistance by Assignor shall be at the sole expense of Assignee.


4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York as to all matters, without regard to the conflicts of laws principles thereof.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Assignment of IP to be executed as of the date first written above.

JULIAN'S FOODS LLC

By: 
Name: Sergio Rosado Gómory
Title: Authorized Person

JULIAN BAKERY INC.

By: _____
Name: Heath Squier
Title: President

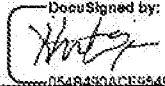
SIGNATURE PAGE OF THE ASSIGNMENT OF INTELLECTUAL PROPERTY

IN WITNESS WHEREOF, the parties have caused this Assignment of IP to be executed as of the date first written above.

JULIAN'S FOODS LLC

By: _____
Name: Sergio Gomory
Title: President

JULIAN BAKERY INC.

By:  _____
Name: Heath Squier
Title: President




SIGNATURE PAGE OF THE ASSIGNMENT OF INTELLECTUAL PROPERTY

Annex I

**INTELLECTUAL PROPERTY RELATED TO THE BUSINESS
TRADEMARKS:
PENDING APPLICATIONS / ISSUE REGISTRATIONS**

COUNTRY	TITLE/MARK	SERIAL NO. FILE DATE:	REG. NO. ISSUE DATE
U.S.	CARBZERO	88629360 9/24/19	6071464 6/2/20 SUPP Reg.
U.S.	CARB ZERO	97458072 6/14/22 USE	
U.S.	ProCereal	87814691 02/28/2018	6125034 8/11/20
U.S.	ProCookie	87835919 3/15/18	6125044 8/11/20
U.S.	VeganThin	88008544 6/20/18	5763187 5/28/19
U.S.	StayThin	87957331 6/11/18	5723789 4/9/19
U.S.	Julian Bakery	88023367 7/2/18	5779157 6/18/19
U.S.	Julian Bakery and Design (colors black, red) Julian  Bakery	87885596 4/20/18	5760837 5/28/19
U.S.	Julian  Bakery	877733,208 12/23/17	6392173 6/22/21
U.S.	<i>Julian  Bakery</i>	88404631 4/26/19	6224894 12/22/20

COUNTRY	TITLE/MARK	SERIAL NO. FILE DATE:	REG. NO. ISSUE DATE
U.S.	PURE MONK	87715157 12/11/17	5568822 9/25/18
U.S.	D-Max	87537152 7/21/17	5445077 4/10/18
U.S.	Pegan Thin	87422150 4/24/17	5471084 5/15/18
U.S.	PrimalThin	87245055 11/22/16	5470538 5/15/18
U.S.	KETO THIN	88648658 10/9/19	6316579 4/6/21
U.S.	KetoThin	87245076 11/22/16	5347671 11/28/2017
U.S.	Paleo	85697671 8/7/12	4381181 8/6/13
U.S.	Paleo Protein Bar	86922804 2/29/16	5139169 2/7/17 SUPP REG
U.S.	PALEO CHEESE	86679921 7/1/15	5121321 1/10/17 SUPP REG
U.S.	Paleo Protein Bar	86465896 11/26/14	4766185 6/30/15 SUPP REG
U.S.	Paleo Wraps	86940936 3/15/16	5028938 8/23/16 SUPP
u.s.	PALEO THIN	86885504 1/25/16	5089631 11/29/16
U.S.	Primal Protein Powder	86922834 2/29/16	5224164 6/13/17

COUNTRY	TITLE/MARK	SERIAL NO. FILE DATE:	REG. NO. ISSUE DATE
U.S.	INSTAKETONES	87096869 7/8/16	5287552 9/12/17
U.S.	ProGranola	86958029 3/30/16	5,224,286 6/13/17
U.S.	IKDiet	87286349 12/31/16	5,250,783 7/25/17
CANADA		1,960,344 5/1/19	
WIPO AU EU UK		A0085764 5/6/19	1495937
WIPO AU		A0085764 5/6/19	1495937
WIPO EU		A0085764 5/6/19	1495937
WIPO UK		<u>UK00801495937</u> 5/6/19	<u>UK00801495937</u> 5/6/19