

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773903

<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>
SmartPrice Sales & Marketing, Inc.		12/12/2022	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Treasure Valley Food Holdings, LLC		
<b>Street Address:</b>	6455 S. Yosemite St., Suite 1000		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97113158	HAMPSHIRE DELI	
<b>Serial Number:</b>	97113164	CAFÉ JACCQUELINE	
<b>Serial Number:</b>	97113161	DOLCE TUSCANO	
<b>Registration Number:</b>	6438259	SMART VALLEY	
<b>Registration Number:</b>	6438258	SMART VALLEY	
<b>Registration Number:</b>	4978198	BON VIVANT KITCHENS	
<b>Registration Number:</b>	4855333	SP SMARTPRICE	
<b>Registration Number:</b>	4446066	LUNCH PALS	
<b>Registration Number:</b>	3711180	HAPPYDOG	
<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>Email:</b>	gtipmail@gtlaw.com		
<b>Correspondent Name:</b>	Candice E. Kim, Greenberg Traurig, LLP		
<b>Address Line 1:</b>	1840 Century Park East, Suite 1900		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	208822.010100		

CH \$240.00 97113158

<b>NAME OF SUBMITTER:</b>	Candice E. Kim
<b>SIGNATURE:</b>	/cek/
<b>DATE SIGNED:</b>	12/13/2022
<b>Total Attachments: 5</b> source=683930780_v 1_SmartPrice - Trademark Assignment (Executed)#page1.tif source=683930780_v 1_SmartPrice - Trademark Assignment (Executed)#page2.tif source=683930780_v 1_SmartPrice - Trademark Assignment (Executed)#page3.tif source=683930780_v 1_SmartPrice - Trademark Assignment (Executed)#page4.tif source=683930780_v 1_SmartPrice - Trademark Assignment (Executed)#page5.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this “**Trademark Assignment**”) is effective as of December 12, 2022 and is between SmartPrice Sales & Marketing, Inc., an Illinois corporation (the “**Assignor**”), and Treasure Valley Food Holdings, LLC, a Delaware limited liability company (the “**Assignee**”).

**RECITALS**

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “**Marks**”);

B. Pursuant to the terms of that certain Asset Purchase Agreement, dated as of December 12, 2022, by and among the Assignor, the Assignee and certain other parties thereto (the “**Purchase Agreement**”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

**AGREEMENTS**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples,

exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that the Assignee shall not execute any such further papers unless the Assignor has failed to do so within five (5) business days of the Assignee's delivery to the Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

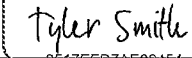
ASSIGNOR:

SmartPrice Sales & Marketing, Inc.

DocuSigned by:  
By: Andrew Topus  
Name: Andrew P. Topus  
Its: President

ASSIGNEE:

Treasure Valley Food Holdings, LLC

DocuSigned by:  
By:   
Name: Tyler Smith  
Its: Chief Financial Officer

Schedule A

**Trademark Applications and Registrations**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Filing or Registration Date</b>	<b>Jurisdiction</b>
HAMPSHIRE DELI (Design plus Words)	97113158	---	November 30, 1981	USA
CAFÉ JACQUELINE (Words, Letters in Stylized Form)	97113164	---	November 8, 2021	USA
DOLCE TUSCANO (Design plus Words)	97113161	---	November 8, 2021	USA
SMART VALLEY (Design plus Words)	90271658	6438259	August 3, 2021	USA
SMART VALLEY	90271634	6438259	August 3, 2021	USA
BON VIVANT KITCHENS	86873104	4978198	June 14, 2016	USA
SP SMART PRICE (Design plus Words)	86593285	4855333	November 17, 2015	USA
LUNCH PALS	85689978	4446066	December 10, 2013	USA
HAPPY DOG	77591294	3711180	November 17, 2009	USA