

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM788116

<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>
Grate Chef Partners LLC		02/06/2023	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEKPAK, Inc.		
<b>Street Address:</b>	3100 West End Avenue		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37203		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2803723	GRATE CHEF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6157424539		
<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>	6157424588		
<b>Email:</b>	tcarlton@srvhllaw.com		
<b>Correspondent Name:</b>	Terrie Carlton		
<b>Address Line 1:</b>	150 3rd Ave S		
<b>Address Line 2:</b>	Ste 1100		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>NAME OF SUBMITTER:</b>	Terrie Carlton		
<b>SIGNATURE:</b>	/Terrie Carlton/		
<b>DATE SIGNED:</b>	02/20/2023		
<b>Total Attachments: 6</b>			
source=IP Assignment Grate Chef#page1.tif			
source=IP Assignment Grate Chef#page2.tif			
source=IP Assignment Grate Chef#page3.tif			

OP \$40.00 2803723

source=IP Assignment Grate Chef#page4.tif

source=IP Assignment Grate Chef#page5.tif

source=IP Assignment Grate Chef#page6.tif

## **INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

This **INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT** (this "Assignment"), dated as of February 6, 2023, is made by and between Grate Chef Partners LLC, an Alabama limited liability company ("Assignor"), and TEKPAK, Inc. ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, assignment, transfer, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement, including all Intellectual Property Assets (as such term is defined in the Purchase Agreement), owned by the Assignor connected to the Grate Chef Business (as such term is defined in the Purchase Agreement) (the "Business Intellectual Property");

**WHEREAS**, the Business Intellectual Property comprises the trade names, trademarks and registrations identified on the attached Schedule A (the "Marks") and the domain name registrations and social media pages identified on the attached Schedule B (the "Domain Names"); and

**WHEREAS**, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property, including the Marks and all intellectual property rights therein, including the goodwill of the Grate Chef Business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A, and the Domain Names identified on Schedule B.

**NOW, THEREFORE**, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, assigns and transfers to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Business Intellectual Property and other Purchased Assets, including, without limitation: (a) the Marks and all intellectual property rights therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; and (c) trade secrets and all other intellectual property rights included in the Business Intellectual Property, including without limitation all patent, copyright and other artistic, literary and moral rights, database, mask work, trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Assignor further assigns to Assignee all of Assignor's rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names and other Business Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Marks, Domain Names and other Business Intellectual Property, and (ii) to apply in any or all countries of the world for trademark and copyright protection for the Business Intellectual Property.

Assignor agrees that it will, at Assignee's expense, place each of the Domain Names in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names or any required information to effectuate the transfer of Assignor's right, title and interest in the Domain Names (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

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

This Assignment shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

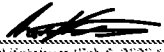
*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

**TEKPAK, Inc.**

By: *Merrell A. Ketchum*  
Merrell A. Ketchum (Feb 3, 2023 15:23 EST)  
Name: Merrell A. Ketchum  
Title: President

**GRATE CHEF PARTNERS LLC**

By:   
Reid Ketchum (Feb 8, 2023 10:56 EST)  
Name: Reid Ketchum  
Title: Partner

## **SCHEDULE A**

### **Intellectual Property – Marks**

1. Word Mark: Grate Chef
  - a. serial number: 78155092
  - b. registration number: 2803723

**SCHEDULE B**

**Intellectual Property – Domain Names**

1. [www.gratechef.com](http://www.gratechef.com)