

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM789241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champlain Valley Specialty of New York, Inc.		04/29/2021	Corporation: NEW YORK
Sun Rich Fresh Foods (USA) Inc.		04/29/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Stellex/CF Buyer (US) LLC		
Street Address:	900 Third Avenue		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5327261	GRAB APPLES	
Registration Number:	3200633		
Registration Number:	2182721	SUN RICH	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		
DATE SIGNED:	02/23/2023		
Total Attachments: 15			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is entered into as of April 29, 2021 (this “Assignment Agreement”), by and between the Sellers Listed on Exhibit A (each, an “Assignor,” collectively, the “Assignors”), and STELLEX/CF BUYER (US) LLC, a Delaware limited liability company with a principal place of business of 900 Third Avenue, 25th Floor, New York, NY 10022 (“Assignee”).

A. Assignors, Assignee, and certain other parties thereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), providing, subject to the terms and conditions set forth therein, Buyer desires to purchase, acquire, and assume the Assets of the Sellers (as defined in the Purchase Agreement);

B. The execution and delivery of this Assignment Agreement is required pursuant to the Closing of the transactions contemplated by the Purchase Agreement; and

C. Each Assignor is willing to assign to Assignee all rights it may have in and to all Acquired Intellectual Property on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors and Assignee, Assignors and Assignee agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, each Assignor hereby irrevocably sells, assigns, conveys, transfers, sets over, and delivers to Assignee, its successors and assigns, all of such Assignor’s worldwide right, title and interest in and to all Acquired Intellectual Property, including without limitation all worldwide right, title and interest in and to:

(a) utility patents, utility model patents, design patents and industrial design registrations and inventors’ certificates, all applications for and inventions and designs disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit B attached hereto (the “Transferred Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Transferred Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors’ certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) the Trademarks; including the trademark applications and registrations, common law trademarks, domain names, and social media accounts identified in Exhibit B (the “Transferred Trademarks”), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of such Assignor to which such Trademarks pertain; all goodwill associated with any of the foregoing, and any other Trademarks intentionally similar or confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, Software, databases, associated data and related documentation, and all rights therein, and databases, including the copyrights applications and registrations and Software identified in Exhibit B (the “Transferred Copyrights”), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) proprietary information, confidential information, and trade secrets, including inventions (whether or not patentable), invention disclosures, ideas, developments, improvements, know-how, designs, drawings, algorithms, source code, methods, processes, techniques, formulae, research and development, compilations, compositions, manufacturing processes, production processes, devices, data, specifications, reports, analyses, data analytics, customer lists, supplier lists, pricing information, cost information, business plans, business proposals, marketing plans, and marketing proposals, including the trade secrets identified in Exhibit B (the “Transferred Trade Secrets”);

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing ((a) and (e) are collectively referred to as the “Transferred Intellectual Property”), the same to be held and enjoyed by Assignee, its successors and assigns;

(f) all of such Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferred Intellectual Property in the name of Assignee, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Transferred Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Transferred Intellectual Property, and all rights corresponding thereto throughout the world for the Transferred Intellectual Property rights assigned herein.

3. Authorization. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, including the Canadian Intellectual Property Office, to issue the same to Assignee and to record Assignee as owner of the Transferred Patents, Trademarks and Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Each Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 2, above, including, without limitation, upon reasonable request by Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid Assignee or its successors, assigns

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or other legal representatives to obtain and enforce proper protection for the Transferred Intellectual Property in all jurisdictions and to record Assignee as owner of the Transferred Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, such Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Transferred Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of such Assignor's right, title and interest in the domain names to Assignee. No Assignor shall assert any right, title or interest in or to any of the Transferred Intellectual Property and shall not use any of the Transferred Intellectual Property except as may be expressly authorized by Assignee in writing. Notwithstanding the foregoing, any actions an Assignor takes pursuant to and in furtherance of this Section 4 shall be at the sole cost and expense of Assignee.

5. Construction. All references made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. For purposes of this Assignment Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Assignment Agreement as a whole; (d) the words "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" and (e) whenever this Assignment Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

6. Waiver. No waiver of any of the provisions of this Assignment Agreement shall be deemed or shall constitute a waiver of any other provision of this Assignment Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No Party shall be deemed to have waived the exercise of any right which it holds under this Assignment Agreement unless such waiver is made expressly and in writing. No delay or omission by any Party in exercising any right shall be deemed a waiver of its future exercise. No waiver made as to any instance involving the exercise of any right shall be deemed a waiver as to any other instance, or any other right.

7. Applicable Law. This Assignment Agreement shall be given effect and construed by application of the laws of the State of Texas without regard to conflicts of laws. Any action arising out of, in connection with, or relating to this Assignment Agreement shall be brought in the Bankruptcy Court or, if the Bankruptcy Case has been closed, courts of the State of Texas, except that if it is to be brought in a United States District Court, it shall be brought in the United States District Court for the Southern District of Texas.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement.

9. Facsimile or Electronic Signatures. The exchange of copies of this Assignment Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment Agreement as to the Parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the Parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

10. Equal Participation. Each Party hereto hereby acknowledges that all Parties hereto participated equally in the negotiation and drafting of this Assignment Agreement and that, accordingly, no

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court construing this Assignment Agreement shall construe it more stringently against one Party than against the other.

11. Binding Agreement: No Third Party Beneficiaries. This Assignment Agreement shall be binding on and inure to the benefit of Assignor and all of its respective successors and assigns. This Assignment Agreement will not confer any rights upon any Person other than the parties and their respective successors and assigns.

12. Entire Agreement: Amendment. This Assignment Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Transferred Intellectual Property by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Assignment Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the date first written above.

ASSIGNORS:

COUNTRY FRESH HOLDING COMPANY INC.

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH MIDCO CORP.

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH ACQUISITION CORP.

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH HOLDINGS, LLC

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH LLC

By: 

Name: William Andersen

Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

COUNTRY FRESH DALLAS, LLC

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH MIDWEST, LLC

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH TRANSPORTATION LLC

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH MANUFACTURING, LLC

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH PENNSYLVANIA, LLC

By: 

Name: William Andersen

Title: Chief Executive Officer

COUNTRY FRESH CAROLINA, LLC


By: 

Name: William Andersen

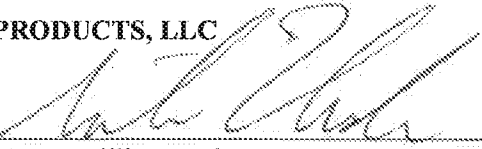
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

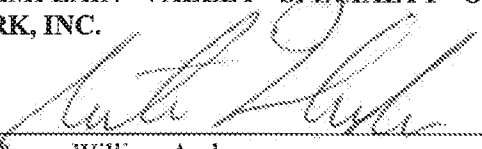
COUNTRY FRESH ORLANDO, LLC

By: 
Name: William Andersen
Title: Chief Executive Officer

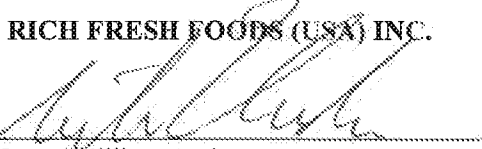
CF PRODUCTS, LLC

By: 
Name: William Andersen
Title: Chief Executive Officer


CHAMPLAIN VALLEY SPECIALTY OF NEW YORK, INC.

By: 
Name: William Andersen
Title: Chief Executive Officer

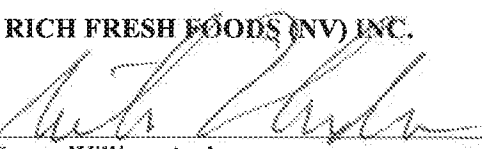
SUN RICH FRESH FOODS (USA) INC.

By: 
Name: William Andersen
Title: Chief Executive Officer

SUN RICH FRESH FOODS (PA) INC.

By: 
Name: William Andersen
Title: Chief Executive Officer

SUN RICH FRESH FOODS (NV) INC.

By: 
Name: William Andersen
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

BUYER

STELLEX/CF BUYER (US) LLC

By: 

Name: John L. Lee III

Title: Vice President and Secretary

EXHIBIT A

Sellers

1. Country Fresh Holding Company Inc., a Delaware corporation
2. Country Fresh Midco Corp., a Delaware corporation
3. Country Fresh Acquisition Corp., a Delaware corporation
4. Country Fresh Holdings, LLC, a Delaware limited liability company
5. Country Fresh, LLC, a Delaware limited liability company
6. Country Fresh Dallas, LLC, a Delaware limited liability company
7. Country Fresh Midwest, LLC, an Illinois limited liability company
8. Country Fresh Transportation LLC, an Iowa limited liability company
9. Country Fresh Manufacturing, LLC, a South Carolina limited liability company
10. Country Fresh Carolina, LLC, a Delaware limited liability company
11. Country Fresh Orlando, LLC, a Delaware limited liability company
12. CF Products, LLC, a Texas limited liability company
13. Country Fresh Pennsylvania, LLC, a Pennsylvania limited liability company
14. Champlain Valley Specialty of New York, Inc., a New York corporation
15. Sun Rich Fresh Foods (NV) Inc., a Nevada corporation
16. Sun Rich Fresh Foods (USA) Inc., a California corporation
17. Sun Rich Fresh Foods (PA) Inc., a Pennsylvania corporation




EXHIBIT B




Transferred Intellectual Property

COUNTRY FRESH ACQUISITION CORP.

Transferred Trademarks:

Trademark Applications and Registrations:

Country	Trademark	Status	Reg. No. App. No.	Reg. Date App. Date
US	FRESHLY CRAFTED and Design 	Allowed	N/A 88478026	N/A 06/18/2019
US	FRESH FOOD GROUP and Design 	Allowed	N/A 88828341	N/A 03/10/2020
US	FRESH FOOD GROUP and Design 	Registered	6157922 88828219	09/22/2020 03/10/2020
Canada	FRESHLY CRAFTED and Design	Filed	N/A 1994675	N/A 11/07/2019

Country	Trademark	Status	Reg. No. App. No.	Reg. Date App. Date
				
Canada	FRESH FOOD GROUP and Design	Filed	N/A 2022024	N/A 04/09/2020
				
Canada	FRESH FOOD GROUP and Design	Filed	N/A 2022025	N/A 04/09/2020
				

Social Media Accounts:

<https://www.linkedin.com/company/the-fresh-food-group>
<https://www.linkedin.com/showcase/freshly-crafted>

COUNTRY FRESH, LLC

Transferred Trademarks:

Trademark Applications and Registrations:

Country	Trademark	Status	Reg. No. App. No.	Reg. Date App. Date
US	SNACK FRESH	Registered	4872704	12/22/2015

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Country	Trademark	Status	Reg. No. App. No.	Reg. Date App. Date
			86248167	04/10/2014
US	SNACK SENSATIONS	Registered	3895453	12/21/2010
			77954007	03/09/2010
US	EARTH CRUNCH	Registered	4515474	04/15/2014
			85710141	08/22/2012
US	FRESH COUNTS	Renewed	3854563	09/28/2010
			77733766	05/11/2009

Domain Names:

Registrar	Domain Name	Expiry	Registrant
GoDaddy	artfullyfresh.com	11/19/2022	Country Fresh, LLC
GoDaddy	countryfreshholdings.com	02/23/2022	Country Fresh, LLC
GoDaddy	countryfreshgroup.com	2/23/2021	Country Fresh, LLC
GoDaddy	COUNTRYFRESHINC.COM	8/6/2022	Country Fresh, LLC
GoDaddy	EARTHCRUNCH.COM	6/24/2021	Country Fresh, LLC
GoDaddy	freshfoodgroupbenefits.com	9/18/2022	Country Fresh, LLC
GoDaddy	freshly-crafted.com	11/19/2022	Country Fresh, LLC
GoDaddy	freshly-crafted.info	11/19/2022	Country Fresh, LLC
GoDaddy	freshly-crafted.net	11/19/2022	Country Fresh, LLC
GoDaddy	freshly-crafted.org	11/19/2022	Country Fresh, LLC
GoDaddy	freshly-crafted.us	11/19/2022	Country Fresh, LLC
GoDaddy	freshlycrafted.com	1/9/2022	Country Fresh, LLC
GoDaddy	freshlycraftedfood.com	11/19/2022	Country Fresh, LLC
GoDaddy	freshlycraftedfoods.com	11/19/2022	Country Fresh, LLC
GoDaddy	freshlycraftedfoods.info	11/19/2022	Country Fresh, LLC
GoDaddy	freshlycraftedfoods.net	11/19/2022	Country Fresh, LLC
GoDaddy	freshlycraftedfoods.org	11/19/2022	Country Fresh, LLC
GoDaddy	freshlycraftedfoods.us	11/19/2022	Country Fresh, LLC
GoDaddy	SNACK-FRESH.COM	5/8/2021	Country Fresh, LLC

Registrar	Domain Name	Expiry	Registrant
GoDaddy	SNACK-SENSATIONS.COM	5/8/2021	Country Fresh, LLC
GoDaddy	SNACKFRESH.CO	5/7/2021	Country Fresh, LLC
GoDaddy	SNACKFRESH.NET	5/8/2021	Country Fresh, LLC
GoDaddy	SNACKSENSATIONS.CO	5/7/2021	Country Fresh, LLC
GoDaddy	SNACKSENSATIONS.NET	5/8/2021	Country Fresh, LLC
GoDaddy	SNACKFRESH.COM	5/8/2021	Country Fresh, LLC
GoDaddy	thefreshfoodgroup.com	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodgroup.info	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodgroup.live	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodgroup.net	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodgroup.org	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodgroup.pro	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodgroup.us	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodgroups.com	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodgrp.com	11/19/2022	Country Fresh, LLC
GoDaddy	thefreshfoodsgroup.com	11/19/2022	Country Fresh, LLC
GoDaddy	YOGURTMIX-INS.COM	5/8/2021	Country Fresh, LLC
GoDaddy	YOGURTMIXIN.COM	5/8/2021	Country Fresh, LLC
GoDaddy	YOGURTMIXINS.COM	4/10/2021	Country Fresh, LLC
Site Ground	freshfoodgroup.com	6/7/2021	Country Fresh, LLC

Social Media Accounts:

<https://www.linkedin.com/company/country-fresh-inc.>
<https://www.facebook.com/EarthCrunch/>

CF PRODUCTS, LLC

Transferred Trademarks:

Trademark Applications and Registrations:

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AmericasActive:15599357.6


Country	Trademark	Status	Reg. No. App. No.	Reg. Date App. Date
US	CULTURE FOODS	Registered	5408549 87246743	02/20/2018 11/23/2016

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AmericasActive:15599357.6

CHAMPLAIN VALLEY SPECIALTY OF NEW YORK, INC.

Transferred Trademarks:

Trademark Applications and Registrations:

Country	Trademark	Status	Reg. No. App. No.	Reg. Date App. Date
US	GRAB APPLES	Registered	5327261 87375492	11/07/2017 03/17/2017
US	Design Only	Renewed	3200633 78655319	01/23/2007 06/21/2005
				

Domain Names:

Registrar	Domain Name	Expiry	Registrant
	grabapples.com		Champlain Valley Specialty of NY

SUN RICH FOODS (USA) INC.

Transferred Trademarks:

Trademark Applications and Registrations:

Country	Trademark	Status	Reg. No. App. No.	Reg. Date App. Date
US	SUN RICH	Renewed	2182721 75102640	08/18/1998 05/10/1996