

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curation Foods, Inc.		02/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Yucatan Foods, LLC		
Street Address:	6455 S. Yosemite St., Suite 1000		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4612370	CABO FRESH	
Registration Number:	6578205	ONLY AVOCADO	
Registration Number:	6137091	TOLUCA	
Registration Number:	4599822	YUCATAN	
Registration Number:	4599828	YUCATAN GUACAMOLE	
Registration Number:	6031006	YUCATAN GUACAMOLE SQUEEZE	
Registration Number:	6867519	AVOCADO NOW	
Registration Number:	6726381	GUACAMOLE NOW	
Serial Number:	97685257	TOLUCA GOURMET	
Serial Number:	97221822	YUCATAN	
Serial Number:	97221820	CABO FRESH BRAND	
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:	585-236-1023		
Email:	kmorrison@nixonpeabody.com		
Correspondent Name:	Kaleigh P. Morrison, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		

CH \$290.00 4612370

ATTORNEY DOCKET NUMBER:	38726.98
NAME OF SUBMITTER:	Kaleigh P. Morrison, Nixon Peabody LLP
SIGNATURE:	/KPM/
DATE SIGNED:	03/15/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is entered into as of February 7, 2023, by and between Yucatan Foods, LLC, a Delaware limited liability company (“Assignee”) and Curation Foods, Inc., a Delaware corporation (“Assignor”). For purposes of this IP Assignment, Assignee and Assignor are sometimes referred to herein as a “Party” and together as the “Parties”.

RECITALS

WHEREAS, Assignee and certain affiliates of Assignor are parties to that certain Securities Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”). All capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor wishes to transfer, convey, assign and deliver certain Intellectual Property assets set forth on Exhibit A attached hereto (the “Intellectual Property Assets”), free and clear of any and all Liens, other than Permitted Liens, effective immediately prior to the Closing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Assignment**. Effective immediately prior to the Closing, the Assignor hereby assigns, transfers, conveys and delivers to Assignee all of the Assignor’s right, title and interest, worldwide, in and to the Intellectual Property Assets, all common law rights therein, all applications to register and registrations therefor, any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Intellectual Property Assets, together with all goodwill associated therewith, and in and to all income, royalties, and payments now or hereafter due or payable with respect thereto, and in and to all claims and causes of action with respect to such Intellectual Property Assets, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

2. **Further Assurances**. To the extent consistent with the terms and conditions of the Purchase Agreement, the Parties hereby agree to take such additional actions and to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all other acts, deeds, assignments, powers of attorney, instruments or other documents as may reasonably be required to effect the intent and purposes of this IP Assignment.

3. **Recordation and Authorization**. Assignor hereby requests and authorizes the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record Assignee, as applicable, as the owner of the Intellectual Property Assets and as assignee of the entire right, title and interest in and to the same. Assignee shall have the right to record this IP Assignment with all applicable Governmental Authorities so as to perfect its ownership of the assigned Intellectual Property Assets.

4. **Terms of the Purchase Agreement**. The Parties hereto acknowledge and agree that this IP Assignment is entered in connection with the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Miscellaneous.** The provisions of this IP Assignment shall inure to the benefit of, and shall be binding upon, the Parties hereto, and their respective heirs, personal representatives, successors, successors-in-trust and assigns. This IP Assignment shall be deemed to have been made in the State of Delaware and shall be governed by and construed in accordance with the laws of the State of Delaware as applicable to contracts made and to be performed therein, without regard to conflict of law principles. This IP Assignment may be executed in multiple counterparts, all of which taken together shall constitute one and the same IP Assignment. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

[Remainder Of Page Intentionally Blank; Signatures On Following Page]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed as of the date set forth above.

ASSIGNOR:

CURATION FOODS, INC.

DocuSigned by:
By: John Morberg
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Name: John D. Morberg

Title: Vice President and Secretary

[Signature Page – Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 008004 FRAME: 0303

YUCATAN FOODS, LLC

DocuSigned by:
By: John Morberg
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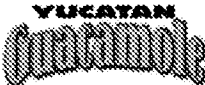
Name: John D. Morberg

Title: Vice President and Secretary

[Signature Page – Intellectual Property Assignment Agreement]


INTELLECTUAL PROPERTY ASSETS

U.S. Trademarks

Curation Foods Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
CABO FRESH	29	86033688 09-AUG-2013	4612370 30-SEP-2014
ONLY AVOCADO	29	90288020 29-OCT-2020	
TOLUCA	29	88248210 03-JAN-2019	6137091 25-AUG-2020
YUCATAN	29	86001329 02-JUL-2013	4599822 09-SEP-2014
YUCATAN GUACAMOLE 	29	86002262 03-JUL-2013	4599828 09-SEP-2014
YUCATAN GUACAMOLE SQUEEZE	29	88539967 26-JUL-2019	6031006 07-APR-2020
TOLUCA GOURMET	29, 30	97685257 20-NOV-2022	
YUCATAN	30	97221822 16-JAN-2022	
CABO FRESH BRAND	29,30	97221820 16-JAN-2022	
AVOCADO NOW	29	90607994 28-MAR-2021	6867519 4-OCT-2022
GUACAMOLE NOW	29	90607991 28-MAR-2021	6726381 24-MAY-2022

Foreign Trademarks

Country	Curation Foods Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Canada	CABO FRESH		1662852 06-FEB-2014	TMA925344 08-JAN-2016
Canada	ONLY AVOCADO		2060940 30-OCT-2020	

Country	Curation Foods Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Canada	YUCATAN GUACAMOLE & Design 		1639094 12-AUG-2013	TMA995245 25-APR-2018

Domain Name

avocado.com
guacamole.com
yucatanfoods.com
cabofresh.com
squeezeguac.com
happybellyguacamole.com
cabofreshguacamole.com
thehappybellyguacamole.com
tolucagourmet.com
guacnchips.com
happybellyguac.com
guacngo.com
guacamole.com
cabofreshsalsa.com
bellyguac.com
tolucagourmet.info
squeezeguacamole.com
guacamolesqueeze.com
fiestasfrescas.com

Registrant

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Selected Data

All email and related business data that relate to the Business, and that reside in the email accounts of those certain Designated Employees employed by Assignor prior to the Closing.

Software

Any proprietary Software code of Seller or its Affiliates exclusively used in the Business as of the Closing, including integrations designed to facilitate data mapping.