

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795776

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900755144		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FoodCalc, LLC		11/03/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Datacor, Inc.		
Street Address:	25 Hanover Road		
Internal Address:	Building B, Suite 300		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3421970	LABELCALC	
CORRESPONDENCE DATA			
Fax Number:	6173454745		
<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>			
Email:	trademarks@daypitney.com		
Correspondent Name:	Day Pitney LLP		
Address Line 1:	One Federal Street, 29th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	793158		
NAME OF SUBMITTER:	Gail M. Pajer		
SIGNATURE:	/Gail M. Pajer/		
DATE SIGNED:	03/20/2023		
Total Attachments: 5			
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Execution Version

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of November 3, 2022 (the “**Effective Date**”), is by and among FoodCalc, LLC, a California limited liability company (“**Seller**”), and Datacor, Inc., a New Jersey corporation (“**Buyer**”).

WHEREAS, the parties hereto have entered into that certain Asset Purchase Agreement, dated as of November 3, 2022 (the “**Asset Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to convey, transfer and assign to Buyer, among other assets, all of its rights, title and interests in and to the Intellectual Property Assets (as defined in the Asset Purchase Agreement), and have agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such Seller’s right, title, and interest in and to the following, together with any and all goodwill associated therewith and appurtenant thereto (the “**Assigned Assets**”):

(a) the registered trademarks and service marks, and applications for registration of trademarks and service marks, listed in Schedule 1 hereto (“**Registered Marks**”), including the right to sue and recover damages for past infringement(s), together with the goodwill of the business related to the Registered Marks;

(b) the unregistered or common law trademarks and service marks listed in Schedule 2 hereto (“**Unregistered Marks**”), and any marks related to or used in connection with the Business, each mark in standard characters, together with the goodwill of the business related to the Unregistered Marks;

(c) the domain name registrations set forth on Schedule 3 hereto (“**Domain Name Registrations**”) hosted by the applicable domain name registrars set forth on Schedule 3 hereto (each, a “**Domain Name Registrar**”), including, without limitation, all account passwords, authorization code(s) and any additional information necessary to enable the Domain Name Registrar to transfer the Domain Name Registrations from Seller to Buyer;

(d) the social media accounts (“**Social Media Accounts**”) registered with third party social media platforms (“**Social Media Platforms**”) set forth in Schedule 4 hereto, including, without limitation, all usernames, passwords, and other information required to access said Social Media Accounts;

(e) the deliverables, materials and software comprising the Unique LabelCalc Codebase, including any and all unregistered Copyrights, Trade Secrets, know-how, or other Intellectual Property rights embodied therein;

(f) an ownership interest equal to and undivided from that of Seller, without any duty to account, in the deliverables, materials and software comprising the Overlapping Codebase, including any and all unregistered Copyrights, Trade Secrets, know-how, or other Intellectual Property rights embodied therein;

(g) an ownership interest equal to and undivided from that of Seller, without any duty to account, in the deliverables, materials and software comprising the FoodCalc Nutritional Database, including any and all unregistered Copyrights, Trade Secrets, know-how, or other Intellectual Property rights embodied therein;

(h) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(i) any and all royalties, fees, income, payments, and other proceeds due or payable after the Closing Date with respect to any and all of the foregoing; and

(j) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and other applicable trademark offices, Domain Name Registrar, Services Providers, Social Media Platforms, and other applicable government, regulatory or administering authority to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall promptly take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Assets to Buyer, or any Buyer or successor thereto.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of

this Assignment delivered by facsimile, e-mail, or other means of electronic transmission (including, without limitation, DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).


8. Amendments and Modifications. This Assignment may not be modified or amended in any manner other than by a written agreement signed by all parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the Effective Date.

SELLER:

FOODCALC, LLC

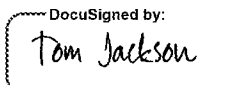
By:  625BD842B0C1457

Name: Lucy Logan

Title: Chief Executive Officer

BUYER:

DATACOR, INC

By:  2EG3E31B1B294E9

Name: Tom Jackson

Title: President

SCHEDULE 1
REGISTERED MARKS

	Registered Mark	Owner	Registration / Application Number
1.	LABELCALC	FoodCalc, LLC	3421970