

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844642

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900803596
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TIFFANY GATE FOODS INC.		04/15/2021	Corporation: CANADA
SUN RICH FRESH FOODS INC.		04/15/2021	Corporation: CANADA

RECEIVING PARTY DATA

Name:	FRESHSTONE BRANDS INC.
Street Address:	1111 West Hastings Street, Suite 200
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6J2E3
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6072065	PATTYFRESH
Registration Number:	5802955	TIFFANY GATE FRESHFOOD SYSTEMS

CORRESPONDENCE DATA

Fax Number: 6023826070

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.

Phone: 602-382-6389

Email: ipdocket@swlaw.com

Correspondent Name: J. Damon Ashcraft

Address Line 1: ONE EAST WASHINGTON STREET, SUITE 2700

Address Line 2: SNELL & WILMER, L.L.P.

Address Line 4: PHOENIX, ARIZONA 85004-2556

ATTORNEY DOCKET NUMBER: 53509.00008

DOMESTIC REPRESENTATIVE

Name: J. Damon Ashcraft

Address Line 1: One East Washington Street, Suite 2700

Address Line 2:	SNELL & WILMER, L.L.P.
Address Line 4:	Phoenix, ARIZONA 85004-2556
NAME OF SUBMITTER:	J. Damon Ashcraft
SIGNATURE:	/J. Damon Ashcraft/
DATE SIGNED:	10/09/2023
Total Attachments: 7 source=2023 0927 Assignment Agreement (Dated and Initialed) 53509.00008#page1.tif source=2023 0927 Assignment Agreement (Dated and Initialed) 53509.00008#page2.tif source=2023 0927 Assignment Agreement (Dated and Initialed) 53509.00008#page3.tif source=2023 0927 Assignment Agreement (Dated and Initialed) 53509.00008#page4.tif source=2023 0927 Assignment Agreement (Dated and Initialed) 53509.00008#page5.tif source=2023 0927 Assignment Agreement (Dated and Initialed) 53509.00008#page6.tif source=2023 0927 Assignment Agreement (Dated and Initialed) 53509.00008#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

9/27/23
Canadian

9/27/23

Canadian

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of April 15, 2021 (the "Agreement"), is made, executed and delivered by (i) Tiffany Gate Foods Inc., a ~~British Columbia~~ corporation and Sun Rich Fresh Foods Inc., a ~~British Columbia~~ corporation (together, the "Sellers"), and (ii) Freshstone Brands Inc., a Canadian corporation ("Freshstone").

Reference is made to that certain Asset Purchase Agreement, dated as of March 25, 2021 (the "Purchase Agreement"), by and between the Sellers and Homestyle Selections LP ("Homestyle"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement and the Sale Order, the Sellers are required to transfer the Assets to Homestyle, including certain Intellectual Property.

WHEREAS, the execution and delivery of this Agreement by the Sellers is made pursuant to the Purchase Agreement and the Sale Order.

WHEREAS, pursuant to an Assignment and Assumption Agreement dated April 11, 2021 (the "Assignment Agreement"), between Homestyle, Freshstone and 12901927 Canada Ltd. (together with Freshstone, the "Buyers"), among other things, Homestyle assigned all of its rights, interests and obligations under the Purchase Agreement with respect to the Assets to the Buyers, and the Buyers agreed to assume the Assumed Liabilities with respect thereto.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Transfer of IP. The Sellers do hereby irrevocably and unconditionally sell, convey, assign, transfer and deliver to Freshstone all of the Sellers' right, title and interest in and to the Intellectual Property used in or attributable to the ownership and/or operation of the Business of the Facilities pursuant to and to the extent set forth in the Purchase Agreement and the Sale Order (the "Acquired IP"). For greater certainty, the Acquired IP includes the Intellectual Property set forth on Schedule "A" attached hereto.

Section 2. Direction to IP Offices. The Sellers hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark Office, and all other relevant governmental Intellectual Property Offices to transfer and record the assignment of the Assigned Intellectual Property to Freshstone, as assignee thereof, or otherwise as Freshstone may direct. Freshstone will be responsible for submitting this IP Assignment Agreement or any other country-specific assignment agreement necessary to the relevant governmental Intellectual Property Offices.

Section 3. Further Assurances. The Sellers hereby agree to take any and all additional actions and to execute, acknowledge and deliver any and all documents which Freshstone may reasonably request in order to effect the intent and purposes of this Agreement and the transactions contemplated hereby.

Section 4. Amendment and Modification; Waiver. No provision of this Agreement may be waived, amended, supplemented or modified by either party, unless such waiver, amendment, supplement or modification is explicitly set forth in writing and executed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement or modification. The waiver by any party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

Section 5. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof.

Section 6. Governing Law. This Agreement shall be given effect and construed by application of the laws of the Province of Ontario without regard to conflicts of laws. Any action arising out of, in connection with, or relating to this Agreement shall be brought in the Canadian Court or, if the Canadian Proceedings has been terminated and/or discharged, the Ontario Superior Court of Justice in Toronto, Ontario.

Section 7. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 8. Counterparts. This Agreement may be executed in more than one counterpart, including by facsimile or pdf transmission, each of which shall be deemed an original, but all of such counterparts together shall be deemed to be one and the same agreement.

Section 9. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Agreement, the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede any of the covenants, agreements, representations or warranties of the applicable parties contained in the Purchase Agreement.

Section 10. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or other provisions of this Agreement in any other jurisdiction.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SELLERS

SUN RICH FRESH FOODS INC.

By: [Signature]
Name: William Andersen
Title: Chief Executive Officer

TIFFANY GATE FOODS INC.

By: [Signature]
Name: William Andersen
Title: Chief Executive Officer

BUYER

FRESHSTONE BRANDS INC.

By: [Signature]
Name: JENNIFER BOGIA
Title: Partnership + Media Manager

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SELLERS

SUN RICH FRESH FOODS INC.

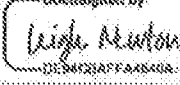
By: _____
Name: William Andersen
Title: Chief Executive Officer

TIFFANY GATE FOODS INC.

By: _____
Name: William Andersen
Title: Chief Executive Officer




BUYER

FRESHSTONE BRANDS INC.

By:  _____
Name: Leigh Newton
Title: Director

Schedule "A" - Acquired IP

Registered Intellectual Property

Country	Trademark	Grantor's % Ownership	USPTO / CIPO Registration Number
US	PATTYFRESH	100%	6072065
US	TIFFANY GATE FRESHFOOD SYSTEMS and Design	100%	5802955
			
Canada	À LA MINUTE	100%	TMA676051
Canada	LES ENTREES BY TIFFANY GATE	100%	TMA711315
Canada	VALUE GOURMET	100%	TMA862848
Canada	TIFFANY GATE FRESHFOOD SYSTEMS and Design	100%	TMA967585
			
Canada	PATTYFRESH	100%	TMA1045288
Canada	FRESH COOKED BY TIFFANY GATE FOODS	100%	TMA1057703
Canada	THE ART OF FRESHNESS	100%	TMA479698
Canada	LES ALIMENTS TIFFANY GATE FOODS and Design	100%	TMA587808
			

Other Material Intellectual Property

<u>Software Name</u>	<u>Use</u>	<u>Developed by</u>	<u>Used By</u>	<u>Notes</u>
PDP	MRP	Tiffany Gate Foods Inc.	Tiffany Gate Foods Inc.	No license exists as it is built in house

Domain Names

<u>Registrar</u>	<u>Domain Name</u>	<u>Expiry</u>	<u>Registrant</u>
GoDaddy	CATERFORLESS.CA	7/23/2021	Tiffany Gate Foods Inc.
GoDaddy	CHOOSEFRESH.CA	10/22/2021	Tiffany Gate Foods Inc.
GoDaddy	dessertforlife.ca	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	dessertforlife.com	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	dessertsforlife.ca	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	dessertsforlife.com	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	DIYPARTY.CA	7/23/2021	Tiffany Gate Foods Inc.
GoDaddy	DIYPARTY.MOBI	7/23/2022	Tiffany Gate Foods Inc.
GoDaddy	foodsforlife.ca	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	FRESHCOOKED.CA	10/24/2023	Tiffany Gate Foods Inc.
GoDaddy	freshcooked.com	11/23/2021	Tiffany Gate Foods Inc.
GoDaddy	FRESHCOOKED.NET	10/24/2023	Tiffany Gate Foods Inc.
GoDaddy	FRESHFOODSYSTEMS.COM	4/19/2023	Tiffany Gate Foods Inc.
GoDaddy	MINI-MEALS.CA	11/9/2022	Tiffany Gate Foods Inc.
GoDaddy	myfreshcooked.com	10/23/2021	Tiffany Gate Foods Inc.
GoDaddy	PARTYFORLESS.CA	7/23/2021	Tiffany Gate Foods Inc.
GoDaddy	PARTYFORLESS.MOBI	7/23/2022	Tiffany Gate Foods Inc.
GoDaddy	saladforlife.ca	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	saladforlife.com	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	saladsforlife.ca	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	SELFCATER.CA	7/23/2021	Tiffany Gate Foods Inc.
GoDaddy	SELFCATER.INFO	7/23/2022	Tiffany Gate Foods Inc.
GoDaddy	SELFCATER.ORG	7/23/2022	Tiffany Gate Foods Inc.
GoDaddy	sillygoosesaladcompany.ca	6/26/2021	Tiffany Gate Foods Inc.
GoDaddy	sillygoosesalad.ca	6/26/2021	Tiffany Gate Foods Inc.
GoDaddy	sillygoosesalad.co	6/26/2021	Tiffany Gate Foods Inc.
GoDaddy	sillygoosesalad.com	6/26/2021	Tiffany Gate Foods Inc.
GoDaddy	sillygoosesaladcompany.com	6/26/2021	Tiffany Gate Foods Inc.
GoDaddy	soupforlife.ca	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	SOUPFORYOURSOUL.CA	10/22/2021	Tiffany Gate Foods Inc.
GoDaddy	soupsforlife.ca	4/16/2021	Tiffany Gate Foods Inc.
GoDaddy	soupsforlife.com	4/16/2021	Tiffany Gate Foods Inc.

Registrar	Domain Name	Expiry	Registrant
GoDaddy	stockandbrothsoup.ca	3/1/2021	Tiffany Gate Foods Inc.
GoDaddy	stockandbrothsoup.com	2/28/2021	Tiffany Gate Foods Inc.
GoDaddy	stockandbrothsoup.net	2/28/2021	Tiffany Gate Foods Inc.
GoDaddy	tgfportal.com	6/6/2021	Tiffany Gate Foods Inc.
GoDaddy	TIFFANYGATE.COM	4/11/2022	Tiffany Gate Foods Inc.
GoDaddy	U-CATER.CA	7/23/2021	Tiffany Gate Foods Inc.
GoDaddy	U-CATER.COM	7/23/2022	Tiffany Gate Foods Inc.
GoDaddy	U-CATER.MOBI	7/23/2022	Tiffany Gate Foods Inc.
GoDaddy	U-CATER.NET	7/23/2022	Tiffany Gate Foods Inc.

Social Media Accounts

Linked In

LinkedIn Account: <https://ca.linkedin.com/company/tiffany-gate>

Facebook:

Account: Tiffany Gate