

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM846252

<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>
Consumer Investment Partners, A.G.		07/29/2021	Aktiengesellschaft (Ag): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Millennial Foods, Inc.		
<b>Street Address:</b>	157 Seekonk Street		
<b>City:</b>	Norwell		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02056		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88723400	B.GOOD REWARDS	
<b>Serial Number:</b>	78629898	B.GOOD REAL.FOOD.FAST	
<b>Serial Number:</b>	78358196	B. GOOD REAL.FOOD.FAST	
<b>Serial Number:</b>	85773428	REAL.FOOD.FAST	
<b>Serial Number:</b>	86462553	B.GOOD	
<b>Serial Number:</b>	87079927	FOOD WITH ROOTS	
<b>Serial Number:</b>	87322396	B.GOOD FOOD WITH ROOTS	
<b>Serial Number:</b>	87322478	B.GOOD FOOD WITH ROOTS	
<b>Serial Number:</b>	87323841	B.GOOD FOOD WITH ROOTS	
<b>Serial Number:</b>	87322210	B.GOOD FOOD WITH ROOTS	
<b>Serial Number:</b>	88320031	B.GOOD REWARDS	
<b>Serial Number:</b>	88499524	DROPSHOT	
<b>Serial Number:</b>	88493208	DROPSHOT	
<b>Serial Number:</b>	90680407	GOOD CHICKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7816225933		
<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>			

OP \$365.00 88723400

**Phone:** 7816225930  
**Email:** trademark2@morse.law  
**Correspondent Name:** Stacey C. Friends  
**Address Line 1:** 480 Totten Pond Road, 4th Floor  
**Address Line 4:** Waltham, MASSACHUSETTS 02451

**ATTORNEY DOCKET NUMBER:** 10027-33367

**NAME OF SUBMITTER:** Stacey C. Friends

**SIGNATURE:** /Stacey C. Friends/

**DATE SIGNED:** 10/16/2023

**Total Attachments: 8**

source=Trademark Assignment - b.good to Millenial Foods#page1.tif  
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## TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT

This TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made by Consumer Investment Partners, A.G. ("Seller"), a stock corporation incorporated in Switzerland with its usual place of business Bundesstrasse 9, 6300, Zug, Switzerland ("ASSIGNOR"), and Millennial Foods, Inc. ("Buyer"), a Delaware corporation with a usual place of business at 157 Seekonk Street, Norwell, Massachusetts 02056, effective as of July 29, 2021, as follows:

### RECITALS

WHEREAS, ASSIGNOR has acquired the right and authority to transfer and assign all rights, title and interest of b.good, LLC (defined below) in and to the trademark registrations and applications set forth in SCHEDULE A attached hereto and made a part hereof pursuant to an Asset Purchase Agreement dated as of even date herewith by and between Assignor and Buyer (the "Purchase Agreement"); the trademarks, including all registrations and applications for registration thereof and all rights to sue and recover for past infringement thereof, and all goodwill associated therewith, being collectively referred to herein as the "ASSIGNED TRADEMARKS" found in the attached SCHEDULE A;

WHEREAS, ASSIGNOR has acquired the right and authority under the Purchase Agreement to transfer and assign all rights, title and interest of b.good, LLC in and to all trade secrets and any intellectual property rights with respect to the collateral security granted pursuant to certain Security Agreements dated January 8, 2020 and February 7, 2020, each as amended on December 1, 2020, as well as certain Promissory Notes, Financing Statements and related documents executed in connection therewith as identified in the foregoing loan documents, and all goodwill associated therewith (collectively the "ASSIGNED INTELLECTUAL PROPERTY");

WHEREAS, under the Purchase Agreement, Assignor has agreed to, among other things, sell and Assignee has agreed to purchase through a private sale under §4-9-610 of the Uniform Commercial Codes substantially all of the assets of b.good, LLC, a Massachusetts limited liability company ("b.good, LLC"), including without limitation the Assigned Trademarks and Assigned Intellectual Property; and

WHEREAS, ASSIGNEE and ASSIGNOR wish to transfer record title of the ASSIGNED TRADEMARKS and to execute a document suitable for recordation in the United States Patent and Trademark Office and other trademark offices worldwide.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does grant, assign, transfer, convey and deliver to ASSIGNEE all b.good, LLC's right, title and interest in, to and under the ASSIGNED TRADEMARKS throughout the world, together with the goodwill of the business in connection with which the ASSIGNED TRADEMARKS have been used in the United States or any other countries, and further does grant, assign, transfer, convey and deliver to ASSIGNEE all b.good, LLC's right, title and interest in, to and under the ASSIGNED INTELLECTUAL PROPERTY, as well as all rights to sue for infringement of any ASSIGNED TRADEMARK or ASSIGNED INTELLECTUAL PROPERTY, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Seller, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

BOTH PARTIES give to the bearer of an original copy of this Assignment all power to complete all necessary formalities in order to render it fully effective and to represent the Assignee at the OHIM or any trademark office or authority in any country in view of the recording of the change of ownership of these Trademarks.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by their duly authorized representatives. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

**ASSIGNOR:**

**CONSUMER INVESTMENT PARTNERS A.G.**

By:           *NJ*          *N. Delius*            
Title: Nicolas Jacobs    Nikolaus Delius

**ASSIGNEE:**

**MILLENNIAL FOODS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

**ASSIGNOR:**

**CONSUMER INVESTMENT PARTNERS A.G.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**MILLENNIAL FOODS, INC.**












By: [Signature]







Title: CEO, Millennial Foods

**SCHEDULE A**
















1. [ATTACH TRADEMARK LIST]
2. All of Debtor's proprietary intellectual property including without limitation that contained within Debtor's operations portal and Debtor's web application


4818-4865-1762.3

File Reference Next Deadline	Country	Trademark	Application No Registration No	Application Date Registration Date	Trademark Status	Class ID	Owner
10027-33859 07 Jul 2020 Sec 8 Affidavit due	United States of America	B.GOOD REWARDS 	88723400 6095468	Dec 11 2019 Jul 7 2020	Registered	35	b.good LLC
[35] Providing incentive award programs through issuance and processing of loyalty points for purchase of a company's goods and services							
09442-13 08 Aug 2020 Next Renewal Due	United States of America	B.GOOD REAL.FOOD.FAST 	78629898 3126143	May 13 2005 Aug 8 2006	Registered	43	b.good LLC
[43] Providing food and drink, namely, restaurant services; and providing temporary accommodations							
09442-12 20 Sep 2020 Next Renewal Due	United States of America	B. GOOD REAL.FOOD.FAST Design 	78358196 2997167	Jan 27 2004 Sep 20 2005	Registered	43	b.good LLC
[43] Restaurant Services							
09442-42 02 Jul 2023 Next Renewal Due	United States of America	REAL.FOOD.FAST 	85773428 4381117	Nov 7 2012 Jul 2 2013	Registered	43	b.good LLC
[43] Restaurant services							
09442-52 16 May 2021 Next Renewal Due	Canada	B.GOOD REAL.FOOD.FAST 	1635611 TMA938,109	Jul 17 2013 May 16 2016	Registered		b.good LLC
(1) providing food and drink, namely restaurant services; and providing temporary accommodations							
09442-61 21 Aug 2021 Status check	United States of America	B.GOOD B.GOOD	86462553 4776657	Nov 24 2014 Jul 21 2015	Registered	43	b.good LLC
[43] Restaurant services							
09442-63 24 Nov 2024 Next Renewal Due	WIPO	B.GOOD REAL.FOOD.FAST 	A0046605 1243296	Nov 24 2014 Nov 24 2014	Registered	43	b.good LLC
[43] Providing food and drink, namely, restaurant services; and providing temporary accommodations							
09442-64 24 Nov 2024 Next Renewal Due	WIPO	B. GOOD REAL.FOOD.FAST Design 	1233580 1233580	Nov 24 2014 Nov 24 2014	Registered	43	b.good LLC
[43] Restaurant Services							
09442-64-EU 24 Nov 2024 Next Renewal Due	EUTM	B. GOOD REAL.FOOD.FAST Design 	Int'l App. 1233580 WO001233580	Nov 24 2014 Dec 11 2015	Registered	43	b.good LLC
[43] Restaurant Services							
09442-64-CH 24 Nov 2024 Next Renewal Due	Switzerland	B. GOOD REAL.FOOD.FAST Design 	Int'l App. 1233580 WO1233580	Nov 24 2014 Jan 5 2016	Registered	43	b.good LLC
[43] Restaurant Services							
09442-63-EU 24 Nov 2024 Next Renewal Due	EUTM	B.GOOD REAL.FOOD.FAST 	Int'l App 1243296 WO001243296	Nov 24 2014 Nov 24 2014	Registered	43	b.good LLC
[43] Providing food and drink, namely, restaurant services; and providing temporary accommodations							
09442-63-CH 24 Nov 2024 Next Renewal Due	Switzerland	B.GOOD REAL.FOOD.FAST 	Int'l App 1243296 WO001243296	Nov 24 2014 Nov 24 2014	Registered	43	b.good LLC
[43] Providing food and drink, namely, restaurant services; and providing temporary accommodations							
09442-62 03 Dec 2024 Next Renewal Due	WIPO	B.GOOD B.GOOD	A0046758 1231094	Dec 3 2014 Dec 3 2014	Registered	43	b.good LLC
[43] Restaurant services							
09442-62-EU 03 Dec 2024 Next Renewal Due	EUTM	B.GOOD B.GOOD	1231094 WO001231094	Dec 3 2014 Nov 13 2015	Registered	43	b.good LLC
[43] Restaurant services							


09442-62-CH	Switzerland	B.GOOD B.GOOD	W001231094 W0001231094	Dec 3 2014 Nov 23 2015	Registered	43	b.good LLC
[43] Restaurant services							
09442-67	WIPO	FOOD FROM FARMERS	A0052742	Aug 26 2015	Registered	43	b.good LLC
26 Aug 2025 Next Renewal Due							
			1266860	Aug 26 2015			
[43] Restaurant services							
09442-72	United States of America	FOOD WITH ROOTS	87079927	Jun 22 2016	Registered		b.good LLC
01 Aug 2023 Sec 8 Affidavit due							
			5257616	Aug 1 2017			
09442-72	United States of America	FOOD WITH ROOTS	87079927	Jun 22 2016	Registered	43	b.good LLC
01 Aug 2023 Sec 8 Affidavit due							
			5257616	Aug 1 2017			
[43] Restaurant services							
09442-74	Canada	FOOD WITH ROOTS	1792500	Jul 21 2016	Registered	43	b.good LLC
08 Mar 2024 Next Renewal Due							
			TMA1016918	Mar 8 2019			
[43] Restaurant Services							
09442-75	WIPO	FOOD WITH ROOTS	1307754		Registered	43	b.good LLC
21 Jul 2026 Next Renewal Due							
			1307754	Jul 21 2016			
[43] Restaurant Services							
09442-78	United States of America	B.GOOD FOOD WITH ROOTS	87322396	Feb 2 2017	Registered	43	b.good LLC
14 Aug 2024 Sec 8 Affidavit due							
			5541868	Aug 14 2018			
[43] Restaurant services							
09442-80	United States of America	B.GOOD FOOD WITH ROOTS	87322478	Feb 2 2017	Registered	43	b.good LLC
10 Dec 2023 Sec 8 Affidavit due							
			5361302	Dec 19 2017			
[43] Restaurant services							
09442-76	United States of America	B.GOOD FOOD WITH ROOTS	87323841	Feb 3 2017	Registered	43	b.good LLC
24 Oct 2023 Sec 8 Affidavit due							
			5318775	Oct 24 2017			
[43] Restaurant services							
09442-79	United States of America	B.GOOD FOOD WITH ROOTS	87322210	Feb 2 2017	Registered	43	b.good LLC
05 Dec 2023 Sec 8 Affidavit due							
			5352032	Dec 5 2017			
[43] Restaurant services							
09442-75-CN	China	FOOD WITH ROOTS			Registered	43	b.good LLC
			1307754	Jul 21 2016			
[43] Restaurant Services							
09442-75-EU	EUTM	FOOD WITH ROOTS		Jul 21 2016	Registered	43	b.good LLC
21 Jul 2026 Next Renewal Due							
			1307754	Jul 21 2016			
[43] Restaurant Services							
09442-75-KR	Republic of Korea (South)	FOOD WITH ROOTS			Registered	43	b.good LLC
			1307754	Jul 21 2016			
[43] Restaurant Services							
09442-75-CH	Switzerland	FOOD WITH ROOTS			Registered	43	b.good LLC
[43] Restaurant Services							
09442-75-UK	United Kingdom	FOOD WITH ROOTS			Registered	43	b.good LLC
21 Jul 2026 Next Renewal Due							
				Jul 21 2016			
[43] Restaurant Services							
09442-83-EU	EUTM	B.GOOD FOOD WITH ROOTS	1361245	May 11 2017	Registered	43	b.good LLC
11 May 2027 Next Renewal Due							
			1361245	May 11 2017			
[43] Services for providing food and drink; temporary accommodation.							
09442-83-CH	Switzerland	B.GOOD FOOD WITH ROOTS			Registered	43	b.good LLC
			1361245	May 11 2017			
[43] Services for providing food and drink; temporary accommodation.							



09442-83-UK	United Kingdom	B.GOOD FOOD WITH ROOTS 	1361245	May 11 2017	Registered	43	b.good LLC
[43] Services for providing food and drink; temporary accommodation.							
09442-84	WIPO	B.GOOD FOOD WITH ROOTS 	1361246	May 11 2017	Registered	43	b.good LLC
11 May 2027 Next Renewal Due							
[43] Services for providing food and drink; temporary accommodation.							
09442-84-EU	EUTM	B.GOOD FOOD WITH ROOTS 	1361246	May 11 2017	Registered	43	b.good LLC
11 May 2027 Next Renewal Due							
[43] Services for providing food and drink; temporary accommodation.							
09442-84-CH	Switzerland	B.GOOD FOOD WITH ROOTS 	1361246	May 11 2017	Registered	43	b.good LLC
[43] Services for providing food and drink; temporary accommodation.							
09442-84-UK	United Kingdom	B.GOOD FOOD WITH ROOTS 	1361246	May 11 2017	Registered	43	b.good LLC
[43] Services for providing food and drink; temporary accommodation.							
09442-83	WIPO	B.GOOD FOOD WITH ROOTS 	1361245	May 11 2017	Registered	43	b.good LLC
11 May 2027 Next Renewal Due							
[43] Restaurant services.							
09442-77	Switzerland	(Device Only) 	62588/2016 694254	Oct 14 2016 Oct 24 2016	Registered	43	b.good LLC
14 Oct 2026 Next Renewal Due							
[43] Verpflegung von Gästen in Restaurants.							
09442-98	United States of America	B.GOOD REWARDS 	88320031 5003952	Feb 28 2019 Mar 3 2020	Registered	35	b.good LLC
03 Mar 2020 Sec 8 Affidavit due							
[35] Providing incentive award programs through issuance and processing of loyalty points for purchase of a company's goods and services							
09442-101	United States of America	DROPSHOT 	88499524 6049538	Jul 3 2019 May 5 2020	Registered	39	b.good LLC
08 May 2020 Sec 8 Affidavit due							
[39] Delivery of food by restaurants							
09442-100	United States of America	DROPSHOT 	88493208 6049518	Jun 28 2019 May 5 2020	Registered	39	b.good LLC
05 May 2020 Sec 8 Affidavit due							
[39] Delivery of food by restaurants							
179	United Kingdom	B. GOOD REAL.FOOD.FAST Design 	UK008.1233580 UK00801233580	Nov 24 2014 Dec 11 2016	Registered	43	b.good LLC
24 Nov 2024 Next Renewal Due							
[43] Restaurant Services							
180	United Kingdom	B.GOOD REAL.FOOD.FAST 	UK008p1243296 UK00801243296	Nov 24 2014 Nov 24 2014	Registered	43	b.good LLC
24 Nov 2024 Next Renewal Due							
[43] Providing food and drink, namely, restaurant services; and providing temporary accommodations							
181	United Kingdom	B.GOOD 	UK00801231094 UK00801231094	Dec 3 2014 Nov 13 2016	Registered	43	b.good LLC
03 Dec 2024 Next Renewal Due							
[43] Restaurant services							
182	United Kingdom	FOOD WITH ROOTS 	UK00801307764	Jul 21 2016 Jul 21 2016	Registered	43	b.good LLC
21 Jul 2026 Next Renewal Due							
[43] Restaurant Services							
183	United Kingdom	B.GOOD FOOD WITH ROOTS 	UK00801361245 UK00801361245	May 11 2017 May 11 2017	Registered	43	b.good LLC
11 May 2027 Next Renewal Due							
[43] Services for providing food and drink; temporary accommodation.							

184	United Kingdom	B.GOOD FOOD WITH ROOTS	UK00801361246	May 11 2017	Registered	43	b.good LLC
11 May 2027 Next Renewal Due			UK00801361246	May 11 2017			

[43] Services for providing food and drink; temporary accommodation.

10027-36552	United States of America	GOOD CHICKS	90680407	Apr 29 2021	Pending	43	b.good LLC
29 Oct 2021 Convention Filing Deadline							

[43] Restaurant services