

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872603

<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>
Mission Meats, LLC		01/01/2024	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mission Snacks, LLC		
<b>Street Address:</b>	12421 Pearl Road #1054		
<b>City:</b>	Strongsville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44136		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6026410	EST. 2015 MISSION MEATS	
<b>Registration Number:</b>	5599863	TASTY ORIGINAL	
<b>Registration Number:</b>	6081757	DRIVEN CREAMERY	
<b>Registration Number:</b>	6020630	PROSPERITY PETS	
<b>Serial Number:</b>	88653224	A DRIVEN FOODS BRAND	
<b>Serial Number:</b>	90877531	LIVE YOUR MISSION MISSION MEATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2317140200		
<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>			
<b>Phone:</b>	2317140100		
<b>Email:</b>	trademarks@revisionlegal.com		
<b>Correspondent Name:</b>	Revision Legal, PLLC		
<b>Address Line 1:</b>	444 Cass Street		
<b>Address Line 2:</b>	Suite D		
<b>Address Line 4:</b>	Traverse City, MICHIGAN 49684		
<b>NAME OF SUBMITTER:</b>	Andrew Jurgensen		
<b>SIGNATURE:</b>	/Andrew Jurgensen/		
<b>DATE SIGNED:</b>	01/31/2024		

OP \$165.00 6026410

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement"), dated of 1/1/2024 (the "**Effective Date**"), is by and between Mission Meats, LLC, an Iowa limited liability company having a registered address located at 1316 West 18th Street, P.O. Box 175, Spencer, IA 51301 (the "**Seller**"), Nick McCann, an individual ("**Principal 1**"), and Peter Awad, an individual ("**Principal 2**") and together with the Seller, the "**Assignor**" and Mission Snacks, LLC, a Delaware limited liability company (the "**Assignee**"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof by and among Assignor (as the Selling Group Parties), Assignee (as the Buyer) and the other parties thereto (as may be amended, supplemented, acquired or otherwise modified from time to time, the "**Purchase Agreement**"). Together Assignee and the Assignor Group Parties shall be referred to herein as the "**Parties**" or each, a "**Party**". Capitalized terms used but not otherwise defined in this Intellectual Property Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor's right, title, goodwill, and interest in and to the following (collectively, the "**Intellectual Property Assets**"):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held including those set forth in Exhibit A attached hereto (collectively, the "**Copyrights**");

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions

and continuations-in-part of the same, including those set forth in **Exhibit A** attached hereto (collectively, the "**Patents**");

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the "**Trademarks**");

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "**Mask Works**");

g. all internet websites and internal domain names, including, without limitation, those set forth on **Exhibit A** attached hereto (collectively, the "**Domain Names**");

h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on **Exhibit A** attached hereto (collectively, the "**Social Media Accounts**");

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "**Licenses**");

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Recordation and Further Actions** - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. **Further Assurances** - Following the date hereof, upon Assignee's request,

Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

4. Entire Agreement; Terms of the Purchase Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby, contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Assignment and Assumption Agreement shall be subject to and resolved in accordance with the relevant dispute resolution provision of the Purchase Agreement.

8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this

Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

*[Remainder of Page Left Intentionally Blank. Signature Page Follows.]*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the Effective Date.

**ASSIGNOR:**

**Mission Meats, LLC**

DocuSigned by:  
*Nicholas McCann* 1/4/2024  
By: 50A6ABC98EDE4E9...  
Name: Nicholas McCann  
Title: Mr.

DocuSigned by:  
*Nicholas McCann* 1/4/2024  
50A6ABC98EDE4E9...  
**Nick McCann**

DocuSigned by:  
*Peter Awad* 1/4/2024  
078797CBC8E6496...  
**Peter Awad**

**BUYER/ ASSIGNEE:**

**Mission Snacks, LLC**

DocuSigned by:  
*Drew Kraemer* 1/4/2024  
By: 3BA47C4345CF4FE...  
Name: Drew Kraemer  
Title: CEO

**EXHIBIT A**  
**INTELLECTUAL PROPERTY ASSETS**

**(a) Intellectual Property Assets: All registered and common law Intellectual Property, including without limitation:**

- Trademarks

Registration Date	Word Mark	Serial Number	Registration Number	Reference
April 7, 2020	EST. 2015 MISSION MEATS	87826247	6026410	<a href="https://trademarks.justia.com/878/26/est-2015-mission-87826247.html">https://trademarks.justia.com/878/26/est-2015-mission-87826247.html</a>
November 6, 2018	TASTY ORIGINAL	87826250	5599863	<a href="https://trademarks.justia.com/878/26/tasty-87826250.html">https://trademarks.justia.com/878/26/tasty-87826250.html</a>
June 16, 2020	DRIVEN CREAMERY	88505959	6081757	<a href="https://trademarks.justia.com/885/05/driven-88505959.html">https://trademarks.justia.com/885/05/driven-88505959.html</a>
March 24, 2020	PROSPERITY PETS	88607533	6020630	<a href="https://trademarks.justia.com/886/07/prosperity-88607533.html">https://trademarks.justia.com/886/07/prosperity-88607533.html</a>
October 14, 2019 (filing date)	A DRIVEN FOODS BRAND	88653224	N/A	<a href="https://trademarks.justia.com/886/53/a-driven-foods-88653224.html">https://trademarks.justia.com/886/53/a-driven-foods-88653224.html</a>
August 11, 2021 (filing date)	LIVE YOUR MISSION MISSION MEATS	90877531	N/A	<a href="https://trademarks.justia.com/908/77/live-your-mission-mission-90877531.html">https://trademarks.justia.com/908/77/live-your-mission-mission-90877531.html</a>

- Domain Names:

- [www.missionmeats.co](http://www.missionmeats.co)
- [www.missionmeats.com](http://www.missionmeats.com)

- Website:

- [www.missionmeats.co](http://www.missionmeats.co)

- Social Media Accounts:

- <https://www.instagram.com/missionmeats/>
- <https://www.facebook.com/missionmeatsnacks>

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- Logo:

