

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI9550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TESSEMAE'S LLC		01/30/2024	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Company Name:	PANOS BRANDS, LLC		
Street Address:	395 W Passaic Street		
City:	Rochelle Park		
State/Country:	NEW JERSEY		
Postal Code:	07662		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4870497		
Registration Number:	6372792	YOU DESERVE TO FEEL SUPER	
Registration Number:	4305188	TESSEMAE'S	
Registration Number:	4670379	TASTE WHAT MATTERS.	
Registration Number:	5251341	TESSEMAE'S	
Registration Number:	6563506	SIMPLIFY FOOD. AMPLIFY LIFE.	
Registration Number:	5317760	KIDBUCHA	
Registration Number:	4416905	TESSEMAE'S ALL NATURAL	
Registration Number:	4870498	CROP CIRCLES	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3174353543		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		

OP \$240.00.00 4870497

ATTORNEY DOCKET NUMBER:	76553-GN019
NAME OF SUBMITTER:	TIFFINI WAGNER
SIGNATURE:	TIFFINI WAGNER
DATE SIGNED:	02/07/2024

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) is dated as of January 30, 2024 by and between TESSEMAE’S LLC, a Maryland limited liability company (“Assignor”) and PANOS BRANDS, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, dated as of December 18, 2023 (the “Purchase Agreement”), by and between Assignor and Assignee. Pursuant to the Purchase Agreement, Assignor agreed to sell, and Assignee agreed to purchase, the Purchased Assets. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, and its successors and assigns, to have and hold forever, its entire right, title and interest in and to all Intellectual Property and all of Assignor’s rights to use such Intellectual Property, together with the goodwill connected with and symbolized by the Intellectual Property, and any registrations and applications for registration of any of the Intellectual Property and any renewals or extensions of any of the foregoing, together with all rights, claims and privileges pertaining to the Intellectual Property, including, without limitation, (a) the right to prosecute and maintain registrations and applications for registration for any of the Intellectual Property, (b) the right to claim priority in connection with the Intellectual Property pursuant to international law or international conventions, (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (e) 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.

This Assignment specifically includes, without limitation, the following Intellectual Property: all of Assignor’s trademarks, service marks, logos, trade dress, trade names, and other similar indicia of source or origin, including, without limitation, the trademark registrations and applications set forth in Exhibit A hereto (collectively, the “Trademarks”), and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth in Exhibit A hereto, the transfer of such applications accompanies the transfer of that portion of the Assignor’s business to which the Trademarks pertain, and that business is ongoing and existing.

Assignor hereby authorizes the Commissioner for Trademarks of the USPTO to record and register this Assignment upon request by Assignee. Upon Assignee's reasonable 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 reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Assignee, or any assignee or successor thereto.

The terms and conditions of this Assignment will inure to the benefit of Assignor, Assignee, and each party's successors and assigns and will be binding upon Assignor, Assignee, and each party's successors and assigns.

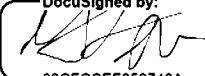
This Assignment is in accordance with and is subject to the terms of the Purchase Agreement. Nothing contained herein shall be deemed to supersede, enlarge on, limit or modify any of the obligations, agreements, covenants or warranties of Assignor contained in the Purchase Agreement. If any conflict or other difference exists between the terms of this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the date first above written.

ASSIGNOR:

TESSEMAE'S LLC

DocuSigned by:


By: _____
63FCCEF853740A...

Name: Gregory Vetter

Title: Chief Executive Officer

ASSIGNEE:

PANOS BRANDS, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the date first above written.

ASSIGNOR:

TESSEMAE'S LLC

By: _____

Name: Gregory Vetter

Title: Chief Executive Officer

ASSIGNEE:

PANOS BRANDS, LLC

By:  _____

Name: Darcy ZBINNEK

Title: CEO

EXHIBIT A

Assigned U.S. Trademark Applications and Registrations

Mark	Jurisdiction	Application No.	Registration No.	Owner
	United States	86623358	4870497	Tessemae's LLC
YOU DESERVE TO FEEL SUPER	United States	90244364	6372792	Tessemae's LLC
TESSEMAE'S	United States	85687890	4305188	Tessemae's LLC
TASTE WHAT MATTERS.	United States	86267565	4670379	Tessemae's LLC
YOU CAN'T OUTWORK A BAD DIET	United States	90196874	N/A	Tessemae's LLC
	United States	87342453	5251341	Tessemae's LLC
SIMPLIFY FOOD. AMPLIFY LIFE.	United States	88764275	6563506	Tessemae's LLC
KIDBUCHA	United States	86889820	5317760	Tessemae's LLC
	United States	85687966	4416905	Tessemae's LLC
CROP CIRCLES	United States	86623361	4870498	Tessemae's LLC
CLEAN FUEL	United States	90196839	N/A	Tessemae's LLC