

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI74970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FUJI FOOD PRODUCTS, INC.		01/24/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	FUJISAN FRANCHISING, INC.		
Street Address:	14420 BLOOMFIELD AVENUE		
City:	SANTA FE		
State/Country:	CALIFORNIA		
Postal Code:	90670		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97582086		
Serial Number:	97582103	FUJISAN	
Registration Number:	3793926	FUJISAN	
Registration Number:	4154644	A TREND TO HEALTHY EATING	
Registration Number:	7296871		
Registration Number:	7296872	FUJISAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5624720012		
Email:	Lori@LofstromLC.com		
Correspondent Name:	Lori M. Lofstrom		
Address Line 1:	35145 Calle Grande		
Address Line 2:	Rancho Capistrano		
Address Line 4:	Lake Elsinore, CALIFORNIA 92530		
ATTORNEY DOCKET NUMBER:	FFP Asmt to FF		
NAME OF SUBMITTER:	LORI LOFSTROM		
SIGNATURE:	LORI LOFSTROM		
DATE SIGNED:	03/06/2024		

OP \$165.00.00 97582086

Total Attachments: 2

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment Agreement (hereinafter "Assignment" or "Agreement"), is made as of January 24, 2024 (the "Effective Date"), by and between **FUJI FOOD PRODUCTS, INC.**, a California corporation (hereinafter "Assignor"), and **FUJISAN FRANCHISING, INC.**, a California corporation, (hereinafter "Assignee"), related to the matters described hereinbelow. Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, Assignor has developed and adopted certain confidential information consisting of business styles, methods and techniques for food preparation and service, food labeling and ingredient information, vendor data and information, proprietary sauces and product formulas, nutritional analysis, customer information and data, and other methods, formulas, specifications and procedures for developing and operating Asian bar service kiosks, the Asian bar service kiosk manuals and related recipes (hereinafter "Trade Secrets"), as well as certain trademarks, which are registered or pending (as indicated below) in the United States Patent and Trademark Office (hereinafter the "Trademarks") as listed below, (the "Trade Secrets" and the "Trademarks" are collectively referred to herein as "Fuji IP"):

Registered Trademarks	Registration No.	Registration Date	International Class of Goods/Services
FUJISAN (wordmark)	3793926	5/25/2010	Class 029: Asian-style prepared meals consisting primarily of meat, fish, poultry or vegetables; instant or pre-cooked soup; prepared vegetables; Asian-style prepared appetizers consisting primarily of meat, fish, poultry or vegetables. Class 030: Asian condiments, namely, prepared wasabi, prepared ginger, Asian sauces; sushi.
A TREND TO HEALTHY EATING	4154644	6/5/2012	Class 029: Asian-style prepared meals consisting primarily of meat, fish, poultry or vegetables; instant or pre-cooked soup; prepared vegetables; Asian-style prepared appetizers consisting primarily of meat, fish, poultry or vegetables. Class 030: Asian condiments, namely, prepared wasabi, prepared ginger, Asian sauces; sushi.

Pending Trademark Applications	Serial No.	Filing Date	International Class of Goods/Services
Chef Design 	97582086	09/07/2022	Class 029: Pickled ginger. Class 030: Condiments, namely, prepared wasabi, sauces; sushi.
Chef Design 	97582090	09/07/2022	Class 029: Asian-style prepared meals consisting primarily of meat, fish, poultry or vegetables; instant or pre-cooked soup; prepared vegetables; Asian-style prepared appetizers consisting primarily of meat, fish, poultry or vegetables
Fujisan & Chef Design 	97582098	09/07/2022	Class 029: Asian-style prepared meals consisting primarily of meat, fish, poultry or vegetables; instant or pre-cooked soup; prepared vegetables; Asian-style prepared appetizers consisting primarily of meat, fish, poultry or vegetables

Pending Trademark Applications	Serial No.	Filing Date	International Class of Goods/Services
Fujisan & Chef Design 	97582103	09/07/2022	Class 029: Pickled ginger. Class 030: Condiments, namely, prepared wasabi, sauces; sushi.

WHEREAS, Assignee desires to acquire the full and complete rights in and to the Fuji IP, the ownership and/or registration thereof, including any and all common law right or rights owned or held by Assignor including the goodwill of the business associated with and/or symbolized by the Fuji IP and the entire portion of the business of Assignor to which the Fuji IP pertains.

WHEREAS, based upon the assignment of all right, title and interest in and to the Fuji IP as set forth in this Agreement, the Parties hereby mutually agree that the Master License Agreement by and between the Parties dated August 16, 2016, shall be cancelled and of no further legal force or effect, as of the Effective Date once this Agreement is executed by the Parties, and Assignor hereby waives any notice required under such Master License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and conveys to Assignee, and Assignee hereby accepts from Assignor, all of its rights, title and interest, in and to, the pending application and/or federal registration, as well as the common law rights in and to the Fuji IP, together with the goodwill of the business associated with and symbolized by the Fuji IP that Assignor has or claims to have, the portion of the business of the Assignor to which the Fuji IP pertains; and its entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for any infringement or unauthorized use of any of the Fuji IP.

At Assignee's request, Assignor will promptly take such other action including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary, to secure, perfect, protect or enforce the rights and interests of Assignee in and to the Fuji IP.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and sealed by their duly authorized officers as of the date first written above.

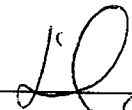
ASSIGNOR:

FUJI FOOD PRODUCTS, INC.

By: 
 Its: _____

ASSIGNEE:

FUJISAN FRANCHISING, INC.

By: 
 Its: _____