

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simply Recipes, Inc.		05/17/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Elise Bauer		
Street Address:	5150 Fair Oaks Boulevard #101/147		
City:	Carmichael		
State/Country:	CALIFORNIA		
Postal Code:	95608		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3293926	SIMPLY RECIPES	
CORRESPONDENCE DATA			
Fax Number:	9163629066		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	916-362-9000		
Email:	mleonard@davisandleonard.com		
Correspondent Name:	Mark R. Leonard		
Address Line 1:	8880 Cal Center Drive		
Address Line 2:	Suite 180		
Address Line 4:	Sacramento, CALIFORNIA 95826		
ATTORNEY DOCKET NUMBER:	BAUER		
NAME OF SUBMITTER:	Mark R. Leonard		
Signature:	/mark r. leonard/		

Date:

05/21/2012

Total Attachments: 2

source=bauer assign and license#page1.tif

source=bauer assign and license#page2.tif

## TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement"), effective as of May 14, 2012, is made by and between Simply Recipes, Inc., a California corporation having its principal place of business at 5150 Fair Oaks Boulevard #101/147, Carmichael, CA 95608 ("SRI") and Elise Bauer, a United States citizen ("Bauer").

WHEREAS, SRI is using and owns all right, title, and interest in and to the trademark SIMPLY RECIPES which is registered in the United States Patent and Trademark Office ("PTO"), as follows:

Reg. No.	Reg. Date	International Class	Services
3,293,926	September 18, 2007	Class 43	Providing on-line databases in the field of recipe information, cooking information, information about wine characteristics, and food and beverage preparation

WHEREAS, Bauer desires to acquire all rights that SRI owns in the Mark, along with the United States registrations therefor, and to license back to SRI the exclusive worldwide right to use the Mark in connection with the services listed in the trademark registration listed above (the "Licensed Services").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the mutual promises set forth below, Bauer and SRI agree as follows:

1. **ASSIGNMENT.** SRI hereby assigns to Bauer subject to the terms of this Agreement, all right, title, and interest, including without limitation all common law rights, in and to the Mark, including all common law rights in the United States and in all other countries and jurisdictions of the world, together with the registration for the Mark set forth above and the goodwill of the business symbolized by the Mark.

2. **LICENSE.** Bauer hereby grants to SRI an exclusive, worldwide, royalty-free, license to use the Mark in connection with the Licensed Services, and SRI accepts this license, subject to the terms and conditions of this Agreement. Bauer agrees to license additional reasonable uses of the Mark to SRI in the future, upon SRI's request and upon such terms as the parties deem fair and reasonable.

3. MAINTENANCE OF TRADEMARK REGISTRATIONS. Bauer agrees to use best efforts to maintain the Mark in good standing in the United States and in any other jurisdictions where the Mark are accepted for registration. SRI agrees to pay for all attorneys' fees and costs incurred after the effective date of this Agreement for registering the Mark and maintaining such registrations.

4. QUALITY CONTROL. SRI shall at all times continue to observe the same standards of quality it has been observing prior to the effective date of this Agreement in the provision of the Licensed Services, and agrees to comply with reasonable quality standards that may be communicated to it by Bauer from time to time. SRI further agrees to provide samples of its use of the Mark to Bauer upon her request.

5. PROTECTION AGAINST INFRINGEMENT. Bauer and SRI agree to notify each other immediately of any suspected or actual infringement of the Mark, and agree to cooperate with each other to facilitate any action that may be necessary to protect the Mark in connection with such infringement.

6. ASSIGNMENTS AND SUBLICENCES. This Agreement is not assignable by either party, except to a successor in interest, without the prior written consent of the other party, which consent may not be unreasonably withheld. SRI may sublicense its rights under this Agreement with the consent of Bauer, which consent may not be unreasonably withheld.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed and performed within the State of California by California residents.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Bauer and SRI concerning the subject matter hereof and supersedes all previous representations, understandings, and agreements, oral or written, between the parties.

SIMPLY RECIPES, INC.

By: Elise Bauer  
(signature)

Title: President

Date: May 17, 2012

ELISE BAUER

Elise Bauer  
(signature)

Date: May 17, 2012