

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362336

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|---|-------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lehman Foods, Inc. | | 11/13/2015 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Fresh & Ready Foods LLC | | |
| Street Address: | 4260 N. Old River Road | | |
| City: | Schiller Park | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60176 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76579692 | FOODOLOGY | |
| Serial Number: | 77859138 | FRESH & READY FOODS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9198216800 | | |
| <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: | (919) 838-2034 | | |
| Email: | pkarmire@smithlaw.com | | |
| Correspondent Name: | Perky L. Karmire | | |
| Address Line 1: | 150 Fayetteville Street | | |
| Address Line 2: | Suite 2300 | | |
| Address Line 4: | Raleigh, NORTH CAROLINA 27601 | | |
| ATTORNEY DOCKET NUMBER: | 14003.2 | | |
| NAME OF SUBMITTER: | Perky L. Karmire | | |
| SIGNATURE: | /Perky L. Karmire/ | | |
| DATE SIGNED: | 11/13/2015 | | |
| Total Attachments: 7 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), is made as of November 13, 2015, by and between Lehman Foods, Inc., a California corporation (“**Seller**”), and Fresh & Ready Foods LLC, a Delaware limited liability company (“**Buyer**”).

Seller and Buyer are parties to that certain Asset Purchase Agreement, of even date herewith, by and among the parties named therein (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign to Buyer all of Seller’s rights, title and interests in the Assigned Intellectual Property (defined below). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

In consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

1. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller’s right, title and interest in and to the Intellectual Property owned by Seller, including without limitation the Intellectual Property set forth on Attachment A hereto (collectively, the “**Assigned Intellectual Property**”), the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Assigned Intellectual Property, along with the right to sue for past violations and collect the same for Buyer’s sole use and enjoyment.

2. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller’s right, title and interest in and to the Assigned Intellectual Property constituting domain names set forth on Attachment B hereto (the “**Assigned Domain Names**”), the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Assigned Domain Names, along with the right to sue for past violations and collect the same for Buyer’s sole use and enjoyment.

3. Seller shall timely execute, or cause to be executed, any and all papers and/or documents that may be reasonably necessary to effectuate the assignment, transfer, prosecution or enforcement of the Assigned Domain Names. Seller shall release and transfer possession and control of the Assigned Domain Names to Buyer by initiating the transfer with the current registrar of each Assigned Domain Name and performing, following or cooperating with Buyer on all procedures and actions specified by each registrar. Seller hereby authorizes each such registrar to transfer the ownership and control of the Assigned Domain Names to Buyer.

4. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller’s right, title and interest in and to the Assigned Intellectual Property constituting trademarks, including without limitation the trademarks set forth on Attachment C hereto (the “**Assigned**

Trademarks”), including any common law rights that may exist and are associated therewith, together with the goodwill of the business symbolized thereby appurtenant thereto, if any, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Assigned Trademarks, along with the right to sue for past violations and collect the same for Buyer’s sole use and enjoyment.

5. Seller does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Assigned Trademarks and title thereto as the property of Buyer, its successors, assigns or legal representatives in accordance with the terms of this instrument.

6. Nothing in this Agreement shall alter any liability or obligation of Seller or Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Assigned Intellectual Property. Buyer acknowledges that Seller makes no representation or warranty with respect to the Assigned Intellectual Property being conveyed hereby except as specifically set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

7. From time to time following the date hereof, Seller shall execute and deliver, or cause to be executed and delivered, to Buyer such other instruments of assignment and transfer as Buyer may reasonably request or as may be otherwise necessary to more effectively assign and transfer to, and vest in, Buyer and put Buyer in possession of, any benefit of the Assigned Intellectual Property. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Buyer and the successors and assigns of Seller.

8. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Illinois.

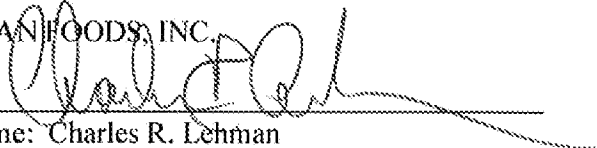
9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures are acceptable and shall be deemed original signatures.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER:

LEHMAN FOODS, INC.

By: 

Name: Charles R. Lehman

Title: Chief Executive Officer

BUYER:

FRESH & READY FOODS LLC

By: _____

Name: Carr Preston

Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER:

LEHMAN FOODS, INC.

By: _____

Name: Charles R. Lehman

Title: Chief Executive Officer

BUYER:

FRESH & READY FOODS LLC

By: Carr T. Preston

Name: Carr Preston

Title: Vice President

ATTACHMENT A
ASSIGNED INTELLECTUAL PROPERTY

Copyright registrations

None.

Computer software

None.

ATTACHMENT B
ASSIGNED DOMAIN NAMES

1. www.freshandreadyfoods.com (.Com Domain)
2. guacamame.com (.COM Domain)
3. guacacmame.com (Direct Privacy)
4. foodology.com (.COM Domain)
5. foodology.com (Direct Privacy)

ATTACHMENT C
ASSIGNED TRADEMARKS

1. Foodology – U.S. Trademark
Owner: Lehman Foods, Inc.
Type of Mark: Service Mark
Status: Registered/Renewed
Serial No.: 76579692
Filing Date: 3/8/2004
Registration No.: 3052226
Registration Date: 1/31/2006
Renewal Date: 1/31/2026

2. Fresh & Ready Foods -- U.S. Trademark (service mark)
Owner: Lehman Foods, Inc.
Type of Mark: Service Mark
Status: Registered/Renewed
Serial No.: 77859138
Filing Date: 10/28/2009
Registration No.: 3813582
Registration Date: 7/6/2010
Renewal Date: 7/6/2020