

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381859

<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>
Neat Foods, LLC		12/11/2015	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Atlantic Natural Foods, LLC		
<b>Street Address:</b>	110 Industry Court		
<b>City:</b>	Nashville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27856		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86297560	NEAT EGG	
<b>Serial Number:</b>	86054222	NEAT BALLS	
<b>Serial Number:</b>	85878751	NEAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2253820232		
<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>	225-381-7000		
<b>Email:</b>	wdelaune@bakerdonelson.com		
<b>Correspondent Name:</b>	Warner J. Delaune		
<b>Address Line 1:</b>	450 Laurel Street		
<b>Address Line 2:</b>	Chase North Tower, FL 20		
<b>Address Line 4:</b>	Baton Rouge, LOUISIANA 70801		
<b>ATTORNEY DOCKET NUMBER:</b>	2900451-4		
<b>NAME OF SUBMITTER:</b>	Warner J. Delaune		
<b>SIGNATURE:</b>	/Warner J. Delaune/		
<b>DATE SIGNED:</b>	04/25/2016		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated December 11, 2015, is entered into by and between:

Neat Foods, LLC, a Pennsylvania limited liability company, having its principal place of business at 244 North Queen Street, Lancaster, PA 17603 ("Assignor"); and

Atlantic Natural Foods, LLC, a Delaware limited liability company, having its principal place of business at 110 Industry Court, Nashville, NC 27856 ("Assignee").

WHEREAS, Assignor is the registrant or owner of all right, title, and interest in and to the Intellectual Property Rights identified in Schedules A-E;

WHEREAS, Assignor and Assignee have entered an Asset Purchase Agreement executed on even date herewith, and whereas the Asset Purchase Agreement requires this Assignment in exchange for the consideration expressed in the Asset Purchase Agreement and the other agreements referenced therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. For purposes of this Assignment, the following terms shall have the meanings set forth below:

(a) "Intellectual Property Rights" means all worldwide right, title and interest in and to all proprietary rights of every kind and nature pertaining to or deriving from any of the following, whether protected, created or arising under the Laws of the United States or any other jurisdiction: (a) patents and patent applications (including reissuances, divisions, renewals, provisional applications, continuations, continuations in part, revisions, extensions and reexaminations), and all inventions (whether patentable or not), invention disclosures, and improvements thereof (collectively, "Patents"); (b) trademarks, service marks, trade names, trade dress, logos, slogans and all other devices used to identify any product, service, business or company, whether registered or unregistered or at common law, including all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing (collectively, "Marks"); (c) Internet domain names, and other Internet addresses, and user names, accounts, pages, and online identities, including without limitation, social media accounts, Facebook, LinkedIn, Instagram, Twitter, Pinterest, and YouTube; (collectively, "Domain Names"); (d) copyrights and all databases and data collections, whether registered or unregistered, and including all applications, registrations and renewals of any such thing, including Universal Product Codes (UPC) and manufacturer codes ("Copyrights"); (e) know-how, source code, object code, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, product recipes, formulas, specifications, technical data, research and development information, technology and product roadmaps, data bases and other proprietary or confidential information, in each case that has been maintained in confidence by any Assignor and that derives value (actual or potential) from not being generally

known to other persons who can obtain value from its disclosure, but excluding any Copyrights or Patents that cover or protect any of the foregoing (collectively, "Trade Secrets"); (f) all computer programs, including any and all software implementations of algorithms, models, methodologies, and Internet web sites, whether in source code or object code (collectively, "Software"); and (g) all income, royalties, damages and payments due or payable as of the date of this Assignment with respect to the foregoing (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world, and all copies and tangible embodiments thereof.

2. Assignment of Intellectual Property Rights. Assignor hereby sells, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest in and to the following:

- (a) the Copyrights, including UPC and manufacturer codes, identified in Schedule A;
- (b) the Software identified in Schedule B;
- (c) the Marks identified in Schedule C; and
- (d) the Domain Names identified in Schedule D; and
- (e) the Trade Secrets identified in Schedule E.

3. Further Assurances. Assignor further covenants that, at the request of Assignee, Assignor will at all times do all such further acts and execute all such documents as may be necessary or advisable to secure the rights of Assignee of all of the rights assigned to Assignee hereunder and assist in the resolution of any questions or challenges concerning the assigned Intellectual Property Rights. Assignor hereby agrees to cooperate with Assignee in all matters concerning the implementation of the provisions of this Assignment, including without limitation the filing of assignments for recordation with the United States Patent and Trademark Office and other applicable federal or state governmental agencies, or the taking of other actions necessary or advisable, to transfer the Intellectual Property Rights to Assignee's name, including without limitation those set forth in any schedule hereto, and to provide whatever information or documentation is requested by Assignee with respect to the Intellectual Property Rights.

4. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without reference to its conflict of law rules.

5. Amendment; Successors in Interest. This Assignment shall not be modified or amended except by a written instrument signed by all parties hereto. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts; Facsimile Signature; Counterparts. This Assignment and any other documents executed in connection herewith may be executed in any number of counterparts,

each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment, or any other document executed in connection herewith, by facsimile or .pdf transmission will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, any party executing this Assignment, or any other document executed in connection herewith, by facsimile or .pdf transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or .pdf transmission.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed  
as of the date first above written.

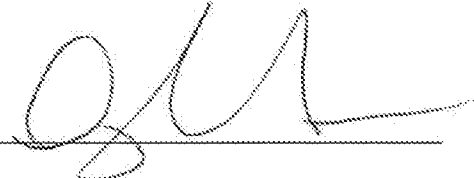
**ASSIGNOR:**

**ASSIGNEE**

Neat Foods, LLC

Atlantic Natural Foods, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: J. Douglas Hines \_\_\_\_\_

Title: \_\_\_\_\_

Title: Chairman / General Partner \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

Neat Foods, LLC

By: Laura N. Lapp

Name: Laura N. Lapp

Title: C.E.O.

**ASSIGNEE**

Atlantic Natural Foods, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

### **COPYRIGHTS**

- Neat packaging - U.S. Copyright Application No. 1-988603311 filed September 9, 2013
- Eatneat.com website - U.S. Copyright Application No. 1-988454002 filed September 9, 2013
- Copyrights related to [www.eatneatstore.com](http://www.eatneatstore.com)
- Phone numbers related to the Seller's business
- Prepaid advertising content related to the Seller's business
- UPC codes for all Neat Foods products, including but not limited to:
  - UPC or EAN 804879496267 (Neat Variety Pack)
  - UPC or EAN 0861620000036 (Neat Breakfast Mix)
  - UPC or EAN 0861620000098 (Neat Egg)
  - UPC or EAN 0861620000012 (Neat Italian Mix)
  - UPC or EAN 0861620000029 (Neat Mexican Mix)
  - UPC or EAN 804879491422 (Neat Original Mix)
- Manufacturers codes for Neat Foods
- Any unregistered copyrights based on works created by or on behalf of Seller in connection with the Seller's business



**SCHEDULE B**

**SOFTWARE**

- All Neat Foods website development code in compilation-ready format (HTML, XML, etc.), including development code related to [www.eatneat.com](http://www.eatneat.com) and [www.eatneatstore.com](http://www.eatneatstore.com)

**SCHEDULE C**

**MARKS**

- Trademark registrations and applications for registration in any countries, including the following:

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
NEAT EGG (U.S. TM)	86297560	June 2, 2014	4787126	Aug 4, 2015
NEAT BALLS (U.S. TM)	86054222	September 3, 2013	pending	pending
NEAT (U.S. TM)	85878751	March 18, 2013	4573267	Jul 22, 2014
NEAT (WIPO Int'l)	1199218	March 18, 2013	1199218	Feb 2, 2014
NEAT (European Market)	1199218	March 18, 2013	1199218	Feb 24, 2015
NEAT (Mexico)	1199218	March 18, 2013	1501848	Dec 16, 2014
NEAT (Israel)	1199218	March 18, 2013	264498	Feb 2, 2014

- All unregistered trademarks, trade names, and trade dress, including common law trademark rights, in any country

## **SCHEDULE D**

### **DOMAIN NAMES**

- Social media and other online accounts, including without limitation Facebook, LinkedIn, Instagram, Twitter, Pinterest, and YouTube, and all related passwords.
- Email addresses ending in @eatneat.com
- www.eatneatstore.com
- www.eatneat.com

**SCHEDULE E**

**TRADE SECRETS**

- All recipes and formulas necessary or applicable to products produced, sold, or under research by Neat Foods, LLC