## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM393578

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/28/2014
RESUBMIT DOCUMENT ID:	900368675
SEQUENCE:	1

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FoodService Technologies, Inc.		06/21/2016	Corporation: VIRGINIA

#### **RECEIVING PARTY DATA**

Name:	FT Acquisition, LLC
Street Address:	401 East Washington Street
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29601
Entity Type:	Limited Liability Company: SOUTH CAROLINA

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4166561	TECH-24
Registration Number:	4163211	TECH 24

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 9193293831

Email: nichole.hayden@nelsonmullins.com

Correspondent Name: Nichole Hayden

Address Line 1:100 North Tryon Street, 42nd FloorAddress Line 4:Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	35447.09008
NAME OF SUBMITTER:	Nichole Hayden
SIGNATURE:	/Nichole Hayden/
DATE SIGNED:	08/03/2016

# **Total Attachments: 2**

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#### TRADEMARK ASSIGNMENT

This is a NUNC PRO TUNC TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") by Foodservices Technologies, Inc., a Virginia corporation (the "<u>Assignor</u>") to and for the benefit of FT Acquisition, LLC, a South Carolina limited liability company (the "<u>Assignee</u>").

### RECITALS

WHEREAS, the Assignor was the owner of the following marks and registrations with the United States Patent and Trademark Office, as well as all common law rights pertaining thereto (the "Trademarks"):

Mark	Registration / Serial No.	Status
TECH-24	4,166,561	Registered
ech	4,163,211	Registered

WHEREAS, on July 28, 2014, Assignor did convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges and ratifies the conveyance, assignment and delivery of the Trademarks and otherwise sells, assigns, and transfers to Assignee, its successors and assigns, any and all of Assignor's right, title and interest in the Trademarks in any and all forms in which it has been used and including any and all common law rights therein and registrations and applications therefor, together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks being assigned, and all causes of action for any and all past infringements of the rights being assigned and the right to retain the proceeds therefrom.

This Assignment is effective *nunc pro tunc* as of July 28, 2014.

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For: FOODSERVICES TECHNOLOGIES, INC.

By: Land President

State of South Carolina

County of Greenville

On this 2 day of June, 2016, before me personally appeared Kurt Herwald who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.

SIGNATURE: AShley Kemp Notary Public

Greenwille County, South Carolina

My commission expires: My Commission Expires
February 3, 2025

**RECORDED: 06/21/2016** 

IN WITNESS WHEREOF, Assignor has executed this instrument on the date indicated below.