

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402496

<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>
MexAmerica Foods LLC		10/13/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harbar LLC		
<b>Street Address:</b>	320 Turnpike Street		
<b>City:</b>	Canton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02021		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4897159	MEXAMERICA AMERICA'S TASTIEST	
<b>Registration Number:</b>	4735394	MEXAMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	207-774-4000		
<b>Email:</b>	trademarks@verrilldana.com		
<b>Correspondent Name:</b>	Kelly A. Donahue		
<b>Address Line 1:</b>	P.O. Box 586; One Portland Square		
<b>Address Line 4:</b>	Portland, MAINE 04112-0586		
<b>ATTORNEY DOCKET NUMBER:</b>	46629-3049		
<b>NAME OF SUBMITTER:</b>	Kelly A. Donahue		
<b>SIGNATURE:</b>	/KAD/		
<b>DATE SIGNED:</b>	10/19/2016		
<b>Total Attachments: 7</b>			
source=Intellectual Property Assignment Agreement#page1.tif			
source=Intellectual Property Assignment Agreement#page2.tif			
source=Intellectual Property Assignment Agreement#page3.tif			
source=Intellectual Property Assignment Agreement#page4.tif			

OP \$65.00 4897159

source=Intellectual Property Assignment Agreement#page5.tif

source=Intellectual Property Assignment Agreement#page6.tif

source=Intellectual Property Assignment Agreement#page7.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of October 13, 2016, is made by MexAmerica Foods LLC, a Michigan limited liability company, located at 1037 Trout Run Road, St. Mary’s, Pennsylvania 15857 (“Seller”), in favor of Harbar LLC, a Massachusetts limited liability company, located at 320 Turnpike Street, Canton, Massachusetts 02021 (“Purchaser”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Purchaser and Seller, dated as of August 16, 2016 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the domain names set forth on Schedule 3 hereto, together with the goodwill associated therewith (the “Domain Names”);

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

MexAmerica Foods, LLC

By: Steven R. Bumer  
Name: STEVEN R. BUMER  
Title: MANAGER  
Address for Notices:  
PO Box 2007  
HOLLAND, MI 49422-2007

AGREED TO AND ACCEPTED:

Harbar LLC

By: \_\_\_\_\_  
Name:  
Title:  
Address for Notices:


IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

MexAmerica Foods, LLC

By: \_\_\_\_\_  
Name:  
Title:  
Address for Notices:

AGREED TO AND ACCEPTED:

Harbar LLC

By:   
Name: Gregor Montemayor  
Title: CEO  
Address for Notices:  
Harbar LLC  
320 Turpike St  
CANTON MA 02021

**SCHEDULE 1**  
**ASSIGNED PATENTS AND PATENT APPLICATIONS**

<b>Jurisdiction</b>	<b>Title</b>	<b>Filing Date</b>	<b>Application Number</b>
United States	Naturally Flavored Corn Based Products, and Method of Making Same	8/12/2015	14/824,961

**SCHEDULE 2**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Status</b>	<b>Registration Date</b>	<b>Registration Number</b>
United States	MEXAMERICA AMERICA'S TASTIEST	Registered	February 9, 2016	4897159
United States	MEXAMERICA	Registered	May 12, 2015	4735394



**SCHEDULE 3  
ASSIGNED DOMAIN NAMES**

mexamerica.com  
mexamericafoods.com