

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crush Food Service, Inc.		07/07/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Crush Provisions LP		
Street Address:	11767 Road 27 1/2		
City:	Madera		
State/Country:	CALIFORNIA		
Postal Code:	93637		
Entity Type:	Limited Partnership: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5225992	TERRIFIC TERIYAKI CUBES	
Serial Number:	86698842	NUTRICUBE	
Serial Number:	86699010	COOL CILANTRO CUBES	
Serial Number:	86947223	PURE MAPLE SYRUP & BUTTER CUBES	
Serial Number:	86928239	SAVORY SHALLOT CUBES	
Registration Number:	5102910	GLORIOUS GINGER CUBES	
Serial Number:	86699017	GARLIC & HERB BUTTER CUBES	
Registration Number:	4966359	SOUP-ER CUBES	
Registration Number:	4966358	PERFECT PESTO CUBES	
Registration Number:	4966356	BEAUTIFUL BASIL CUBES	
Registration Number:	4966355	GORGEOUS GARLIC CUBES	
Serial Number:	86352715	CRUSH CUBES	
Registration Number:	5075986	CRUSH	
CORRESPONDENCE DATA			
Fax Number:	7146980601		
<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:	7146980601		
Email:	trademarks@plagerschack.com		

OP \$340.00 5225992

Correspondent Name: Mark H Plager
Address Line 1: 16152 Beach Blvd. #207
Address Line 4: Huntington Beach, CALIFORNIA 92647

NAME OF SUBMITTER: Mark H Plager

SIGNATURE: /Mark H Plager/

DATE SIGNED: 07/17/2017

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

Crush Food Service, Inc., a corporation organized and existing under the laws of California, located at 30961 Agoura Westlake Village, California 91361. (the "Assignor") of the one part; AND

Crush Provisions LP, a limited partnership organized and existing under the laws of California located at 11767 Road 27 1/2, Madera, California 93637 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) and trademark application(s) (the "Trademark") in the United States (the "Territory") of which the particulars are set forth as follows:

	Serial Number	Reg. Number	Word Mark
1	86928546	5225992	TERRIFIC TERIYAKI CUBES
2	86698842		NUTRICUBE
3	86699010		COOL CILANTRO CUBES
4	86947223		PURE MAPLE SYRUP & BUTTER CUBES
5	86928239		SAVORY SHALLOT CUBES
6	86699014	5102910	GLORIOUS GINGER CUBES
7	86699017		GARLIC & HERB BUTTER CUBES
8	86700383	4966359	SOUP-ER CUBES
9	86700347	4966358	PERFECT PESTO CUBES
10	86698880	4966356	BEAUTIFUL BASIL CUBES
11	86698861	4966355	GORGEOUS GARLIC CUBES
12	86352715		CRUSH CUBES
13	86133696		CRUSH

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

TRADEMARK

REEL: 006106 FRAME: 0942

1. For and in consideration of the sums and other valuable consideration set forth in the Purchase Agreement dated May 12, 2017 by and between the Parties which is incorporated by reference, the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of California.
6. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
7. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 7th day of July, 2017.

For and on behalf of the Assignor

For and on behalf of the Assignee

Signature: _____

Signature: _____

By: Jon Startz
Title: President

By: Brad Miller
Title: President