

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BW Outfitters, LLC d/b/a Tradecraft Outfitters and Workwell Food and Beverage		01/19/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Compass Group USA, Inc.		
Street Address:	2400 Yorkmont Road		
Internal Address:	Attn: Kathy Keller		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87639543	TRADECRAFT OUTFITTERS	
Registration Number:	5363247	TRADECRAFT OUTFITTERS	
CORRESPONDENCE DATA			
Fax Number:	7042955389		
<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:	704-328-2838		
Email:	legal.trademarks-copyrights@compass-usa.com		
Correspondent Name:	Compass Group USA, Inc.		
Address Line 1:	2400 Yorkmont Road		
Address Line 2:	Attn: Kathy Keller		
Address Line 4:	Charlotte, NORTH CAROLINA 28217		
NAME OF SUBMITTER:	Kathy Keller		
SIGNATURE:	/kathy keller/		
DATE SIGNED:	01/22/2018		
Total Attachments: 6 source=tradecraft#page1.tif			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of January 19, 2018, by and between BW Outfitters, LLC d/b/a Tradecraft Outfitters and Workwell Food and Beverage, an Illinois limited liability company ("Assignor"), and Compass Group USA, Inc. by and through its Canteen Division, a Delaware corporation ("Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. This Assignment is being entered into in connection with that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"), by and among the Assignee, the Assignor, and the other parties signatory thereto. Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, certain intellectual property of Assignor.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment by Assignee of the consideration to be stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the intellectual property described on Exhibit A attached hereto (collectively, the "Assigned IP"), including the following rights and interests related to the Assigned IP:

(a) all of Assignor's worldwide right, title, and interest in and to all patents, patent applications, inventions, discoveries, improvements, technology, proprietary information, know how, methods, processes, techniques, and trade secrets of any kind or nature conceived of or used in connection with or otherwise relating to the Assigned IP (collectively, the "Inventions"), including all related common law rights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(b) all of Assignor's worldwide right, title and interest in and to all names, tradenames, trademarks, trademark registrations, service marks, logos, and all other identifying indicia created by Assignor in connection with the Assigned IP, and any and all applications and/or registrations therefor (collectively, the "Marks"), together with the goodwill of Assignor associated with, or arising from, the Marks and all related common law rights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's

successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(c) all of Assignor's worldwide right, title and interest in and to all copyrights in or for any and all materials, writings, drawings, schematics, databases, graphics, molds, castings, devices, and any and all other copyrightable works of any kind or nature created by Assignor in connection with the Assigned IP, and any and all applications and/or registrations therefor (collectively, the "Copyrights") and all related common law rights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(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 (in law or equity) with respect to any of the foregoing, whether accruing before, on, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[Signature Page Follows]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

BW OUTFITTERS, LLC d/b/a Tradecraft
Outfitters and Workwell Food and Beverage

By: 

Name: Michael Klone

Its: Manager

ASSIGNEE:

COMPASS GROUP USA, INC. by and
through its Canteen Division

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 006253 FRAME: 0437

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

BW OUTFITTERS, LLC d/b/a Tradecraft
Outfitters and Workwell Food and Beverage

By: _____
Name: Michael Klong
Its: Manager

ASSIGNEE:

COMPASS GROUP USA, INC. by and
through its Canteen Division

By: David Goldring
Name: DAVID GOLDRING
Its: CEO

EXHIBIT A
ASSIGNED IP

Trademarks:

1. TRADECRAFT OUTFITTERS

- a. Serial Number: 87639543
- b. Filing Date: October 10, 2017
- c. Goods and Services: IC 035. US 100 101 102 – Distributorship services in the field of coffee, tea and specialty drink equipment and supplies, namely, espresso machines, equipment, equipment parts and gears and coffee bar tools, coffee filters, paper coffee cups, lids and sleeves, coffee, tea and specialty beverages and ingredients, sweeteners, coffee creamers, smoothies and frappes, all for use in the preparation of coffee, tea, frappes, smoothies and specialty beverages, and provided to commercial retail shops, cafes, restaurants, universities, hotels, and offices; Consulting services for coffee and tea bars, cafes, restaurants, universities, hotels and offices, namely, consulting in the area of coffee and tea bar setup, design of retail space, and purchase recommendations for tableware and coffee and tea brewing equipment.

2. TRADECRAFT OUTFITTERS

- a. Serial Number: 87378020
- b. Filing Date: March 20, 2017
- c. Goods and Services: IC 043. US 100 101 – Coffee and juice bar services; Coffee supply services for offices; Coffee-house and snack-bar services; Office coffee supply services.