

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prepd, Inc.		03/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tastemade, Inc.		
Street Address:	3019 Olympic Boulevard, Stage C		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5301040	PREPD	
CORRESPONDENCE DATA			
Fax Number:	4088501955		
<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:	408-266-4700		
Email:	PTOMail@TechMark.com		
Correspondent Name:	TechMark c/o Martin R. Greenstein		
Address Line 1:	4820 Harwood Road, 2nd Floor		
Address Line 4:	San Jose, CALIFORNIA 95124		
NAME OF SUBMITTER:	Angelique M. Riordan		
SIGNATURE:	/Angelique M. Riordan/		
DATE SIGNED:	04/17/2018		
Total Attachments: 3			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "**Assignment**") is entered into as of March 13, 2018 between Prepd, Inc., a Delaware corporation ("**Assignor**") and Tastemade, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "**Purchase Agreement**"), pursuant to which Assignee has acquired certain assets of Assignor and to which Assignee is to receive all of Assignor's right, title, and interest in and to all of the trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, together with the good will associated with and symbolized by them (collectively, the "**Assigned Trademarks**"), including, without limitation, those trade names, logos, trademarks, and service marks listed in Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title, and interest in, to, and under the Assigned Trademarks. including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks. Assignor represents and warrants that it has the full power to enter into and perform this Assignment and to authorize the assignment contemplated herein.

2. **Further Assurances.** Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. **Recordation.** Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

4. **Miscellaneous.** This Assignment shall be governed by, and construed in accordance with the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be executed and delivered by its respective officers thereunto duly authorized, all as of the date first written above.

Assignor

Prepd, Inc.

DocuSigned by:
Christopher Place
By: _____
0E49AE085FFD456...

Name: Christopher Place

Title: CEO

Assignee

Tastemade, Inc.

DocuSigned by:
Derek Huoth
By: _____
2C4C82F57AE344F...

Name: _____

General Counsel

Title: _____

Schedule A

Assigned Trademarks

U.S. Trademark Applications and Registrations

Mark	Registration No.	Status
PREPD	5,301,040	Registered

Common Law Marks

Prepd

Get Prepd

Prepd Pack

Trade Names

Prepd

Logos

