

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chef'd, Inc.		07/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	True Hue, LLC		
Street Address:	2260 University Drive		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4875593	CHEF'D	
Registration Number:	4875594	CHEF'D	
Registration Number:	4875595	CHEF'D	
Registration Number:	4875596	CHEF'D	
Registration Number:	4875597	CHEF'D	
Registration Number:	4875598	CHEF'D	
CORRESPONDENCE DATA			
Fax Number:			
<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:	714-641-5100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindsay J. Hulley c/o Rutan & Tucker LLP		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	14th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	032026.0039		
NAME OF SUBMITTER:	Lindsay J. Hulley		
SIGNATURE:	/Lindsay J. Hulley/		
DATE SIGNED:	08/01/2018		

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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 25, 2018, is made by Chef'd, Inc., ("Assignor"), a Delaware corporation, located at 291 Coral Circle, El Segundo, California 90245, in favor of True Hue, LLC, ("Assignee"), a Delaware limited liability company, located at 2260 University Drive Newport Beach, CA 92660.

WHEREAS, Assignor, on the one hand, and Partners for Growth V, L.P., a Delaware limited partnership ("Lender"), on the other hand, are parties to that certain Loan and Security Agreement dated as of February 20, 2018 as amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated as of May 30, 2018, (such agreement, as further amended, supplemented or modified, together with all documents, instruments and agreements related thereto, may be collectively referred to herein as the "Loan Documents");

WHEREAS, in order to secure the Assignor's prompt payment and performance of its obligations under the Loan Documents, Assignor granted to the Lender a security interest in and lien upon the assets of Assignor;

WHEREAS, pursuant to and in accordance with the applicable provisions of the applicable Uniform Commercial Code and the Loan Documents, the Lender, as a foreclosing creditor in a private sale, sold, conveyed, assigned, transferred and delivered to Assignee all of Assignor's: (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, (b) trade secret rights, including all rights to unpatented inventions and know-how, and confidential information; (c) mask work or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (e) trademarks, service marks, and trade names (collectively "Trademarks"), whether or not any of the foregoing are registered, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by any such Trademarks; (f) domain names and ownership thereof, domain registry, domain servers, location and administrative contact information, web hosting and related services and facilities, (g) computer software and computer software products; (h) designs and design rights; (i) technology; (j) all claims for damages by way of past, present and future infringement of any of the rights included above; and (k) all licenses or other rights to use any property or rights of a type described above (collectively, the "Intellectual Property");

WHEREAS, Assignee is the successor to the portion of the business to which the Trademarks on Schedule 2 hereto pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16; and

WHEREAS, Assignor, pursuant to the Loan Documents, is obligated to execute and deliver this IP Assignment, and has agreed to execute and deliver this IP Assignment, which may be (a) recorded with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions, and (b) presented

to domain name registrars and any other third parties to evidence the transfer of the Intellectual Property to Assignee.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For 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 and to the Intellectual Property, including, without limitation, the following (collectively, the "Assigned IP"):

(a) the patents and 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 Trademarks set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, 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 the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) the domain names and rights set forth on Schedule 4;

(e) 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;

(f) 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

(g) 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. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee.

3. DISCLAIMER. ASSIGNEE ACKNOWLEDGES THAT (A) ASSIGNEE IS NOT RELYING UPON ANY REPRESENTATION OR WARRANTY OF THE ASSIGNOR, EXPRESS OR IMPLIED, AND (B) THE ASSIGNED IP IS BEING TRANSFERRED AS IS, WHERE IS AND WITH ALL FAULTS, AND ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER REGARDING THE ASSIGNED IP EXCEPT, AND ASSIGNOR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE ASSIGNED IP, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO: THE CONDITION OR MERCHANTABILITY OF THE ASSIGNED IP OR ITS FITNESS FOR ANY PARTICULAR PURPOSES OR USE; TITLE, POSSESSION OR QUIET ENJOYMENT; THE DESIGN OR CONDITION OF THE ASSIGNED IP; THE QUALITY OR CAPACITY OR WORKMANSHIP OF THE ASSIGNED IP; COMPLIANCE BY THE ASSIGNED IP WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT OR LATENT DEFENSES; AND ANY LICENSES OR CERTIFICATIONS THAT MAY OR MAY NOT BE REQUIRED BY ANY GOVERNMENTAL BODY WITH RESPECT TO ANY OF THE ASSIGNED IP.

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 will be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of date first written above.

ASSIGNOR:

CHEF'D, INC.

By: 

Name: Kyle B. S. Board

Title: CEO

ASSIGNEE:

TRUE HUE, LLC

By: 

Name: Alan True

Title: Manager

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Food & Beverage Display Cooler	US	29/626,457	

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
CHEFD	US	4,875,597	12/22/2015
CHEFD	US	4,875,598	12/22/2015
CHEFD	US	4,875,593	12/22/2015
CHEFD	US	4,875,594	12/22/2015
CHEFD	US	4,875,595	12/22/2015
CHEFD	US	4,875,596	12/22/2015

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Serial	Filing Date

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

<i>Title</i>	<i>Jurisdiction</i>	<i>Registration Number</i>	<i>Registration Date</i>

Copyright Applications

<i>Title</i>	<i>Jurisdiction</i>	<i>Application Number</i>	<i>Filing Date</i>

SCHEDULE 4

ASSIGNED DOMAIN NAMES

DOMAIN RIGHTS				
Domain Name	Domain Host	Administrative Contact of Record	Owner	Expiry Date of Domain
Athomefoodrevis wx.com	godaddy	Sam Chow	CHEF'D, INC.	2/18/18
Chefd.com	godaddy	Sam Chow	CHEF'D, INC.	3/2/18
Chefd.me	godaddy	Sam Chow	CHEF'D, INC.	5/29/19
Getchefd.com	godaddy	Sam Chow	CHEF'D, INC.	4/11/19
Mealstore.com	godaddy	Sam Chow	CHEF'D, INC.	12/29/24
Mymealkits.com	godaddy	Sam Chow	CHEF'D, INC.	2/18/18