

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wrock AB		09/01/2018	Aktiebolag: SWEDEN
RECEIVING PARTY DATA			
Name:	Future Foods, LLC		
Street Address:	127 N M Street		
City:	Lake Worth		
State/Country:	FLORIDA		
Postal Code:	33460		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87631433	PAOW	
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:	305-341-3000		
Email:	trademarks@pch-iplaw.com		
Correspondent Name:	Michael B. Chesal		
Address Line 1:	2 South Biscayne Blvd., Suite 3700		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Michael B. Chesal, Attorney of Record, F		
SIGNATURE:	/Michael B. Chesal/		
DATE SIGNED:	11/05/2018		
Total Attachments: 3			
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TRADEMARK
TRANSFER AND ASSIGNMENT AGREEMENT

THIS TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT (the "Agreement") is entered into the 1st day of September, 2018 (the "Effective Date") is entered into by and among Wrock AB, a Swedish company (the "Assignor"), having an address at Förmansvägen 4 Stockholm SWEDEN 11759 and Future Foods, LLC, a Florida limited liability company (the "Assignee"), having an address at 127 N M Street, Lake Worth, Florida 33460. Assignor and Assignee are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS:

A. Assignor desires to transfer and assign to Assignee all of its rights, title and interest, on a worldwide basis, including, without limitation, all intellectual property rights and moral rights, in and to the trademarked name "PAOW" represented by United States Patent & Trademark Office Application Serial Number 87631433 and European Union Trademark Office Certificate of Registration number 017188425, along and together with all other agreements, licenses and rights associated with such trademark (all of the foregoing collectively referred to herein as the "Trademark").

B. Assignee desires to accept the transfer and assignment of the Trademark upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above referenced Recitals are true and correct and are incorporated herein as material terms of this Agreement.

2. Transfer and Assignment. Assignor hereby irrevocably assigns, conveys, grants and transfers and agrees to assign, convey, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademark to the full extent of Assignor's ownership or interest therein; including, without limitation, all domestic and foreign trademark applications and registrations therefore, and, all continuations, extensions, and renewals of any such applications and registrations, and the right to apply for any of the foregoing; all goodwill associated with the Trademark; all rights to causes of action and remedies related thereto, including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing; and any and all other rights and interests arising out of, in connection with or in relation to the Trademark. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to assign, transfer, vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademark.



TRADEMARK

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3. Maintenance. In exchange and in consideration for the transfer and assignment of the Trademark pursuant to Section 2 above, from and after the Effective Date of this Agreement, Assignee shall pay the fees, costs and expenses of maintaining the Trademark in the jurisdictions in which the Trademark is filed and registered.

4. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision by its severance herefrom.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

6. Benefit. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal representatives, successors and assigns.

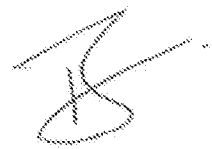
7. Assignment. This Agreement may not be assigned by Assignor without the express written consent of Assignee.

8. Notices and Addresses. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressee in person, by Federal Express or similar receipted delivery, electronic delivery by e-mail, or if mailed, postage prepaid, by certified mail, return receipt requested, to the addresses for the Parties set forth in the first paragraph of this Agreement, or to such other address as either of them, by notice to the other may designate from time to time.

9. Entire Agreement; Oral Evidence. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior oral and written agreements between the Parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the Party or Parties against whom enforcement or the change, waiver discharge or termination is sought.

10. Governing Law. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the internal laws of the State of Florida without regard to choice of law considerations. Venue for any dispute or proceeding hereunder shall lie in Palm Beach County, Florida.

11. Section or Paragraph Headings. Section headings herein have been inserted for



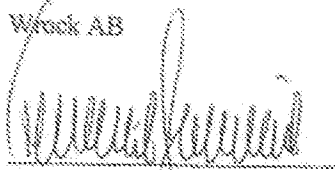
reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

12. Independent Counsel. The Parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Each Party represents and warrants that he or it has had the opportunity to obtain independent professional and legal counsel with respect to the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Patent and Trademark Transfer and Assignment Agreement as of the dates set forth below.

ASSIGNOR:

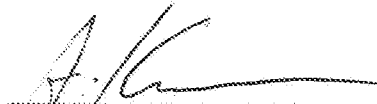
Wrock AB



By: FREDRIK JONBERG
Its: OFFICER WROCK AB

ASSIGNEE:

Future Foods, LLC



By: Alex Kramatschuk
Its: Chief Executive Officer