

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Noble Foods		03/13/2019	Company: GUERNSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Noble Foods Limited		
<b>Street Address:</b>	Cotswold Farm, Standlake		
<b>City:</b>	Witney		
<b>State/Country:</b>	ENGLAND		
<b>Entity Type:</b>	Corporation: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3968425	THE HAPPY EGG CO	
<b>Registration Number:</b>	5467182	THE HAPPY EGG CO.	
<b>Registration Number:</b>	4398635	HAPPY EGGS	
<b>Registration Number:</b>	4518735	THE BEST EGGS UNDER THE SUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Email:</b>	dan@itsyourarena.com		
<b>Correspondent Name:</b>	Daniel E. Arnsperger		
<b>Address Line 1:</b>	3201 South Market Street, Suite 102		
<b>Address Line 4:</b>	Rogers, ARKANSAS 72758		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Daniel E. Arnsperger		
<b>Address Line 1:</b>	3201 South Market Street, Suite 102		
<b>Address Line 4:</b>	Rogers, ARKANSAS 72758		
<b>NAME OF SUBMITTER:</b>	Emerson Conner McNair		
<b>SIGNATURE:</b>	/Emerson Conner McNair/		
<b>DATE SIGNED:</b>	03/13/2019		

OP \$115.00 3968425

**Total Attachments: 8**

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**DATED** 13 MARCH 2019

NOBLE FOODS (1)

NOBLE FOODS LIMITED (2)

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ASSIGNMENT OF TRADEMARKS  
AND DOMAIN NAME

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## CONTENTS

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## SCHEDULE 1

Trade Marks

THIS DEED is dated

13 MARCH

2019

## PARTIES

- (1) **NOBLE FOODS** incorporated and registered in Guernsey with company number 59082 whose registered office is PO Box 34, St Martin's House, Le Bordage, St Peter Port, Guernsey, GY1 4AU (the "**Assignor**"); and
- (2) **NOBLE FOODS LIMITED** incorporated and registered in England and Wales with company number 03636168 whose registered office is at Cotswold Farm, Standlake, Witney, Oxfordshire, England, OX29 7RB (the "**Assignee**").

## BACKGROUND

- (A) The Assignor owns the Trade Marks, and the Domain Name (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks and transfer the Domain Name to the Assignee on the terms set out in this Deed.

## AGREED TERMS

### 1 INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Deed.

<b>"Business Day"</b>	a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business;
<b>"Domain Name"</b>	www.happyegg.co;
<b>"Trade Marks"</b>	the registered trade marks and the applications (including the unregistered trade marks which are the subject of such applications), short particulars of which are set out in Schedule 1; and
<b>"VAT"</b>	value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 References to **clauses** are to the clauses of this Agreement.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159(1) (b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:

- 1.5.1 another person (or its nominee), by way of security or in connection with the taking of security;
- 1.5.2 or its nominee.
- 1.6 A reference to **writing** or **written** includes any method of representing or reproducing words in a legible form, including email.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.8 References to a document in agreed form is to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.9 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

## 2 **ASSIGNMENT**

- 2.1 In consideration of the sum of £1 (one pound) paid by the Assignee to the Assignor, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby assigns and transfers to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks and the Domain Name including:
  - 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks; and
  - 2.1.2 all goodwill attaching to the Trade Marks; and
  - 2.1.3 the rights to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this assignment.

## 3 **VAT**

All sums paid under this agreement to the Assignor are exclusive of VAT. To the extent that any sums paid to the Assignor under this Deed are taxable supplied and subject to VAT, the Assignee agrees to increase the Consideration by an amount equal to any such VAT chargeable following receipt by the Assignee of a valid VAT invoice in respect of such VAT from the Assignor.

## 4 **FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5      **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6      **ENTIRE AGREEMENT**

6.1     This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2     Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement provided that nothing in this agreement shall limit any liability for fraud or fraudulent misrepresentation.

7      **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8      **SEVERANCE**

8.1     If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2     If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9      **COUNTERPARTS**

9.1     This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2     No counterpart shall be effective until each party has executed and delivered at least one counterpart.

10     **GOVERNING LAW AND JURISDICTION**

10.1    This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2    Each party irrevocably agrees that the courts of England and Wales shall have exclusive


jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



SCHEDULE 1

TRADE MARKS

CASE REF.	Official No.	Title	Case Status	Country	Class	Specification	Filing date	Registration date
52692US1	3968425	THE HAPPY EGG CO	Registered/Granted	USA	29	Eggs products, namely, processed eggs	09/11/2009	31/05/2011
65008US1	5467182		Registered/Granted	USA	29	Eggs; egg whites; liquid eggs and liquid egg whites	05/04/2017	15/05/2018
57089US1	4398635	HAPPY EGGS	Registered/Granted	USA	29	Eggs; scrambled eggs, boiled eggs, poached eggs, dried eggs, liquid eggs, frozen eggs, powdered eggs, egg whites	22/06/2012	10/09/2013
57471US1	4518735	THE BEST EGGS UNDER THE SUN	Registered/Granted	USA	29	Eggs; processed eggs.	10/12/2012	22/04/2014

EXECUTED and DELIVERED as a Deed of )  
NOBLE FOODS )  
acting by )  
a director in the presence of: )

x.....*CM [Signature]*.....x  
Please sign here

Witness Signature *[Signature]*  
Witness Name FRYIA STILL  
Witness Address 43 QUEEN SQ.  
BRISTOL  
BS1 4QP  
Witness Occupation TRAINEE SOLICITOR

EXECUTED and DELIVERED as a Deed of )  
NOBLE FOODS LIMITED )  
acting by )  
a director in the presence of: )

x.....*CM [Signature]*.....x  
Please sign here

Witness Signature *[Signature]*  
Witness Name AS ABOVE  
Witness Address AS ABOVE  
Witness Occupation AS ABOVE