

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kitchen Classique LLC		05/31/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	11 Thrasio Eleven, Inc		
<b>Street Address:</b>	266 Main Street, Suite 20		
<b>City:</b>	Medfield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02052		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5026684	WILLOW & EVERETT	
<b>Serial Number:</b>	88385790	VIVALIFE	
<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>Phone:</b>	310-854-9748		
<b>Email:</b>	christyne@thras.io		
<b>Correspondent Name:</b>	Christyne Vachon		
<b>Address Line 1:</b>	266 Main Street, Suite 20		
<b>Address Line 2:</b>	Christyne Vachon		
<b>Address Line 4:</b>	Medfield, MASSACHUSETTS 02052		
<b>NAME OF SUBMITTER:</b>	Benjamin Arneberg		
<b>SIGNATURE:</b>	/Benjamin Arneberg/		
<b>DATE SIGNED:</b>	06/04/2019		
<b>Total Attachments: 4</b>			
source=Intellectual Property Agreement#page1.tif			
source=Intellectual Property Agreement#page2.tif			
source=Intellectual Property Agreement#page3.tif			
source=Intellectual Property Agreement#page4.tif			

OP \$65.00 5026684

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("Agreement"), dated as of May 31, 2019 ("Effective Date"), is made by and between Kitchen Classique, LLC, a Texas limited liability company and its predecessor entity Kitchen Classique, LLC, a Virginia limited liability company (the "Company"), and Benjamin Arneberg, (collectively with the Company, "Assignor") and 11 Thrasio Eleven, Inc., a Delaware corporation ("Assignee"), pursuant to that certain asset purchase agreement, dated May 31, 2019, by and among Assignee and, Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (individually, a "Party"; collectively, the "Parties") hereby 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, assumes, and receives all of Assignor's right, title and interest in and to the following, with respect to the Business (collectively, the "Intellectual Property Assets"):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, 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 such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "Mask Works");

g. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit B attached hereto (collectively, the "Domain Names");

h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Social Media Accounts");

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses");

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes 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 Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

4. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby, including without limitation Seller Affidavit contain the entire agreement among the Parties with respect to the transactions

contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Massachusetts. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.10 and 8.11 of the Purchase Agreement.

8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR:

Kitchen Classique, LLC, a Texas limited liability company

By: Benjamin Arneberg  
Name: Benjamin Arneberg  
Title: Manager

Kitchen Classique, LLC, a Virginia limited liability company

By: Benjamin Arneberg  
Name: Benjamin Arneberg  
Title: Manager

-AND-

Benjamin Arneberg  
Benjamin Arneberg, Individually

\_\_\_\_\_  
[NAME], Individually

ASSIGNEE:

11 Thrasio Eleven, Inc.

By: Joshua Silberstein  
Name: Joshua Silberstein  
Title: President