

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561926

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900532026		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KEYBRAND FOODS INC.		06/09/2017	Corporation: CANADA
1813115 ONTARIO INC.		06/09/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FRESHSTONE BRANDS INC.		
<b>Street Address:</b>	1111 WEST HASTINGS STREET		
<b>City:</b>	VANCOUVER		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6J 2E3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3075795	KEYBRAND	
<b>Registration Number:</b>	3097417	KEYBRAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>	602-382-6367		
<b>Email:</b>	ipdocket@swlaw.com, jplatt@swlaw.com		
<b>Correspondent Name:</b>	SNELL & WILMER L.L.P. JOHN H. PLATT		
<b>Address Line 1:</b>	400 East Van Buren Street		
<b>Address Line 2:</b>	One Arizona Center		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	72991.00004		
<b>NAME OF SUBMITTER:</b>	JOHN H. PLATT		
<b>SIGNATURE:</b>	/John H. Platt/		
<b>DATE SIGNED:</b>	02/13/2020		
<b>Total Attachments: 5</b>			

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("**Assignment**") is made this 9th day of June, 2017, between KEYBRAND FOODS INC., 1813115 ONTARIO INC. (collectively, the "**Sellers**") and FRESHSTONE BRANDS INC. (the "**Purchaser**").

WHEREAS pursuant to that certain asset purchase agreement, dated June 9, 2017, between, *inter alia*, the Sellers and the Purchaser, (the "**APA**") the Sellers agreed to sell to the Purchaser, and the Purchaser agreed to purchase from the Sellers, *inter alia*, all of the goodwill of the Business and the Intellectual Property, including but not limited to the trade names, business names, domain names, website addresses and telephone numbers described in Schedule "A"; and;

AND WHEREAS the Sellers have agreed to deliver to the Purchaser a specific assignment of trade-marks in respect of the registered trade-marks (the "**Registered Marks Assignment**") of the Sellers which form part of the Intellectual Property;

NOW THEREFORE IN CONSIDERATION of the transactions contemplated by the APA and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

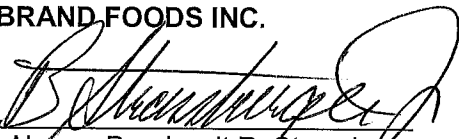
1. **Definitions.** Capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the APA.
2. **Preamble.** The preamble and the schedules to this Assignment are hereby incorporated into and shall form a part of this Assignment.
3. **Assignment.** Subject to the terms and conditions of the APA and effective as of the Closing Date, the Sellers hereby irrevocably transfer and assign to the Purchaser all of the Sellers' right, title and interest, whether at law, in equity or otherwise, in and to the Intellectual Property.
4. **Authority.** The Sellers hereby authorize the Purchaser to request the relevant registrars, including all internet domains names registrar(s), to record the Purchaser as assignee and owner of the applicable Intellectual Property.
5. **Covenants.** The Sellers agree that they shall do all things and execute all documents, including but not limited to the Registered Marks Assignment, from time to time reasonably required by the Purchaser to vest in the Purchaser, its successors, assigns or nominees, as applicable, all rights in and to the Intellectual Property and to secure for the Purchaser or its successors, assigns or nominees, as applicable, all copyright, trade mark, industrial design and other intellectual property protection related thereto.
6. **Paramountcy.** This Assignment is delivered pursuant to, and is subject to all of the terms and conditions, including all representations and warranties, contained in, the APA. In the event of any inconsistency between the provisions of this Assignment and the provisions of the APA, the provisions of the APA shall prevail. For greater certainty, the parties hereto expressly acknowledge and agree that the execution and delivery of this Assignment and the assignment of the Intellectual Property shall not operate to merge the rights or liabilities of the parties under the APA, all of which rights and liabilities shall survive the execution and delivery of this Assignment in accordance with the terms of the APA.
7. **Successors and Assigns.** This Assignment shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

8. **Governing Law; Jurisdiction.** This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
9. **Counterparts.** This Assignment may be signed or executed in one or more counterparts and delivered electronically and the signing, execution or delivery of such counterparts shall have the same effect as the signing, execution or delivery of a single original.

***THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.***

IN WITNESS WHEREOF the Parties have duly executed this Assignment as of the date first above written.

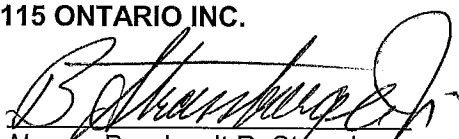
**KEYBRAND FOODS INC.**

Per:   
Name: Bernhardt R. Strassburger  
Title: President

**FRESHSTONE BRANDS INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**1813115 ONTARIO INC.**

Per:   
Name: Bernhardt R. Strassburger  
Title: President

IN WITNESS WHEREOF the Parties have duly executed this Assignment as of the date first above written.

**KEYBRAND FOODS INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**FRESHSTONE BRANDS INC.**

Per: Derek Senff  
Name:  
Title:

**1813115 ONTARIO INC.**

Per: \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE "A"**

### **INTELLECTUAL PROPERTY**

#### **Owned Canadian Trademarks**

- KEYBRAND DELI CLASSICS & Design, Registration No TMA970,963
- KEYBRAND & Design, Registration No 358314;
- SEQUEL BRAND FOODS & Design, Registration #650654;
- KEYBRAND Word Mark, Registration #354961;
- SEQUEL BRAND FOODS Word Mark, Registration #650712
- D'LISHES & DESIGN, Registration #636917
- A&U THE SALAD KING & Design, Registration #361441
- VICTORIA GARDEN & Design, Registration #644738

#### **Owned American Trademarks**

- KEYBRAND & Design, Registration #3097417 (U.S.)
- KEYBRAND Word Mark Registration #3075795 (U.S.)

#### **Domain Names (owned or licensed)**

[www.keybrand.com](http://www.keybrand.com)

Expiry Date: December 1, 2019

ISP: Rogers Communications (Ontario), SaskTel (Sask), and Eastlink Communications Company (PEI)

#### **Other Intellectual Property**

Product Recipes