

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Food Safety Educators, LLC		02/07/2020	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	American Safety Council, Inc.		
Street Address:	225 E. Robinson Street		
Internal Address:	Suite 570		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4839912	EFOODCARD	
CORRESPONDENCE DATA			
Fax Number:	8046982196		
<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:	804-775-1846		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez, McGuireWoods LLP		
Address Line 1:	Gateway Plaza, 800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie A. Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	02/20/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT AGREEMENT

This Intellectual Property Bill of Sale and Assignment Agreement (this “**Agreement**”) is made as of February 7, 2020 (the “**Effective Date**”), by and among Food Safety Educators, LLC, an Oregon limited liability company (“**Assignor**”) and American Safety Council, Inc., a Florida corporation (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and the other parties thereto (“**Purchase Agreement**”).

RECITALS

WHEREAS, pursuant to the Purchase Agreement Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, certain rights, title, and interest in and to the Seller’s Intellectual Property Rights (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute this Agreement in order to effectively assign, transfer, and convey to Assignee such assets.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property Rights. Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers, delivers and sets over to Assignee and its successors and assigns all of Assignor’s right, title and interest in and to any and all of the Seller’s Intellectual Property Rights, including but not limited to those identified on Schedule A attached hereto, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees and legal representatives, including all rights to sue for any past infringement or unauthorized use of any of the foregoing and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives as such rights would have been held and enjoyed by Assignor had this Agreement not been made. In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto (“**Domain Names**”), Assignor agrees to provide Assignee, on the Effective Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.

2. Further Assurances. Assignor and Assignee agree to execute and deliver such other assignment agreements and other instruments of conveyance and assignment and will do such other acts and things, at the requesting party’s expense, in each case as that party may reasonably request, as shall be reasonably necessary to vest in Assignee such title to such Seller’s Intellectual Property Rights, and to fulfill and discharge each party’s obligations of conveyance and discharge hereunder and under the Purchase Agreement.

3. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to conflict of law provisions thereof.

4. Purchase Agreement. This Agreement is executed and delivered pursuant to Section 2.4(b)(i) of the Purchase Agreement, and is subject to the terms of the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by email transmission in Adobe portable document format (“**PDF**”), and any such counterpart executed and delivered via facsimile or PDF shall be deemed an original for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

FOOD SAFETY EDUCATORS, LLC

By: 
Name: Patricia Mandeville
Title: Manager

AMERICAN SAFETY COUNCIL, INC.

By: _____
Name: John Comly
Title: Chief Executive Officer

Signature Page to Intellectual Property Bill of Sale and Assignment Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

FOOD SAFETY EDUCATORS, LLC

By: _____
Name:
Title:

AMERICAN SAFETY COUNCIL, INC.

By: 
Name: John Comly
Title: Chief Executive Officer

Signature Page to Intellectual Property Bill of Sale and Assignment Agreement

**TRADEMARK
REEL: 006868 FRAME: 0496**

Schedule A

Registered Trademarks:

Mark	Country	Reg. / Serial No.	Goods / Services
EFOODCARD*	United States	4,839,912 86/465,068	41: Providing online training courses in the field of the food service industry

Common Law Trademarks:



Copyrights:

Course content developed in connection with the Business

Domain Names:

Domain Name	Expiration Date
AkFoodCard.com	7/18/2020
alfoodcard.com	7/18/2020
arfoodcard.com	7/18/2020
azfoodcard.com	1/9/2021
cafoodcard.com	1/9/2021
cofoodcard.com	7/18/2020
ctfoodcard.com	7/18/2020
dcfoodcard.com	7/18/2020
defoodcard.com	7/18/2020
efoodcard.com	5/18/2021
efoodcardprocessing.com	4/6/2020
flfoodcard.com	1/9/2021
floridafoodcard.com	1/29/2021
foodsafetyeducatorsllc.com	4/3/2020
gafoodcard.com	7/18/2020
hifoodcard.com	7/18/2020
iafoodcard.com	7/18/2020
idfoodcard.com	1/9/2021

ilfoodcard.com	7/18/2020
infoodcard.com	7/18/2020
ksfoodcard.com	7/18/2020
kyfoodcard.com	7/18/2020
lafoodcard.com	7/18/2020
mafoodcard.com	7/18/2020
mdfoodcard.com	7/18/2020
mefoodcard.com	7/18/2020
mifoodcard.com	7/18/2020
mnfoodcard.com	7/18/2020
mofoodcard.com	7/18/2020
msfoodcard.com	7/18/2020
mtfoodcard.com	7/18/2020
ncfoodcard.com	7/18/2020
ndfoodcard.com	7/18/2020
nefoodcard.com	7/18/2020
nevadafoodcard.com	1/29/2021
nhfoodcard.com	7/18/2020
njfoodcard.com	7/18/2020
nmfoodcard.com	7/18/2020
nvfoodcard.com	1/9/2021
nyfoodcard.com	7/18/2020
ohfoodcard.com	1/9/2021
okfoodcard.com	7/18/2020
oregonfoodserver.com	7/18/2020
orfoodcard.com	5/17/2021
orfoodcards.com	7/18/2020
pafoodcard.com	7/18/2020
rifoodcard.com	7/18/2020
scfoodcard.com	7/18/2020
sdfoodcard.com	7/18/2020
texasfoodcard.com	1/29/2021
tnfoodcard.com	7/18/2020
txfoodcard.com	1/26/2022
usfoodcard.com	1/26/2021
utfoodcard.org	7/17/2020
vafoodcard.com	7/18/2020
vtfoodcard.com	7/18/2020
wafoodcard.com	1/9/2021
westvirginiafoodcard.com	1/29/2021
wifoodcard.com	7/18/2020

wvfoodcard.com	7/18/2020
wyfoodcard.com	7/18/2020