

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570236

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900542016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ChefSteps, Inc.		07/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Breville USA, Inc.
Street Address:	19400 S Western Ave
City:	Torrance
State/Country:	CALIFORNIA
Postal Code:	90501
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4422960	CHEFSTEPS
Registration Number:	5134744	CHEFSTEPS
Serial Number:	86819482	CHEFSTEPS
Registration Number:	5740201	CONVERSATIONAL COOKING
Registration Number:	5182538	JOULE
Registration Number:	5324837	JOULE
Registration Number:	5575754	JOULE BIG CLAMP
Serial Number:	87815886	JOULE FLEX MAT
Serial Number:	87815909	JOULE FLIP TOP
Serial Number:	87767480	JOULE READY
Serial Number:	87767476	JOULE READY SOUS VIDE STARTER
Serial Number:	88383345	JOULE TURBO
Serial Number:	87671490	PERFECT FOOD, EVERY TIME
Serial Number:	86483834	PREDICTIVE COOKING
Serial Number:	87006194	VISUAL DONENESS
Serial Number:	86882704	VISUAL DONENESS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7818880424
Email: gwenn@onsidecounsel.com
Correspondent Name: Gwenn Roos
Address Line 1: 26 Brookdale Avenue
Address Line 4: Wellesley, MASSACHUSETTS 02482

NAME OF SUBMITTER:	Gwenn Roos
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SIGNATURE:	/geroos/
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DATE SIGNED:	04/02/2020
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Total Attachments: 42

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of the date set forth on the signature page hereto (the "Effective Date"), by and among Breville USA, Inc., a California corporation ("Buyer"), ChefSteps, Inc., a Delaware corporation ("Seller"), and [REDACTED]. Buyer and Seller are sometimes referred to herein, individually, as a "Party" and collectively, as the "Parties". Buyer, Seller, and the Key Creditor are sometimes referred to herein, individually, as an "Included Party" and collectively, as the "Included Parties".

Capitalized terms used without definition shall have the meanings assigned to each under ARTICLE VIII.

BACKGROUND

- A. Seller manufactures, sells and distributes certain products and services including, without limitation, certain home appliances for food preparation as well as recipes and digital content (the "Business");
- B. Seller owns all of the Purchased Assets; and
- C. Seller desires to sell the Purchased Assets to Buyer, and Buyer desires to purchase the Purchased Assets from Seller, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Included Parties agree as follows:

ARTICLE I - PURCHASE AND SALE

1.1 Purchased Assets. Subject to the terms and conditions of this Agreement, Seller hereby sells, assigns, transfers, and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of the Purchased Assets.

1.2 Excluded Assets. Seller does not hereby sell, assign, or deliver to Buyer, and Buyer does not hereby purchase or accept from Seller, any assets of Seller listed on Schedule 1.2 attached hereto (the "Excluded Assets"). Excluded Assets shall include all 'Excluded Assets' described in the Transition Services Agreement in the form attached hereto as Exhibit A (the "Transition Services Agreement").

1.3 Excluded Liabilities. Except as specifically contemplated by Section 1.4 hereof, Buyer shall not assume, and shall not have any obligation with respect to, any Liability of Seller. All Liabilities other than the Liabilities specifically assumed by Buyer pursuant to Section 1.4 below are referred to herein as the "Excluded Liabilities". Without limiting the generality this Section 1.3, Excluded Liabilities include, without limitation, any and all Liabilities relating to or arising out



- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) any Benefit Plan;
- (e) [REDACTED]
- (f) [REDACTED]
- (g) [REDACTED]
the Closing;
- (h) [REDACTED]
- (i) [REDACTED]
- (j) [REDACTED]
Seller;
- (k) [REDACTED]
prior to the Closing Date;
- (l) [REDACTED]
to the Closing;
- (m) [REDACTED]
- (n) [REDACTED]
- (o) [REDACTED]
- (p) any Liability of Seller arising after the Closing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

3.14 Intellectual Property.

(a) Seller Registrations. Schedule 3.14(a) sets forth a true, correct and complete list of all Intellectual Property of Seller.

Ownership and Sufficiency. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

ARTICLE VIII - DEFINITIONS AND TERMS

8.1 Definitions. The following terms, as used herein, shall have the meanings referenced below:

"Affiliate" means (a) with respect to an individual, any of such Person's current or former Family Members and (b) with respect to any Person which is an entity, any Person which directly or indirectly controls, is controlled by, or is under common control with such Person.

"Applicable Law" means any (a) federal, state, provincial, local or foreign or other law (including common law), (b) order, regulation, ordinance, rule, code, convention, ruling or published and binding guidance of any Governmental Authority or (c) statute.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Delaware are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any contract, agreement, commitment, plan, undertaking, lease, indenture, deed of trust, mortgage, license or other agreement or commitment of any kind, whether written or oral.

"Debt" means, as to any Person, all obligations for payment of principal, interest, penalties and collection costs thereof, with respect to money borrowed, incurred or assumed (including guarantees, letters of credit or promissory notes), and other similar obligations in the nature of a borrowing by which such Person will be obligated to pay, excluding, for the avoidance of doubt, any obligations for payment of trade payables.

"Environmental, Health, and Safety Requirements" means all Applicable Laws and orders concerning public health and safety, worker and occupational health and safety, natural resources and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any Hazardous Substances, materials, or wastes, chemical substances, or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, fuel oil products and byproducts, mold, asbestos, polychlorinated biphenyls, noise, or radiation.

"ERISA Affiliate" means any organization together with Seller which is a member of a controlled group of organizations within the meaning of Sections 414 of the Code, or any organization that would be considered one employer with Seller under Section 414 of the Code or Section 4001 of ERISA.

"Family Member" means and includes, as to any individual, any and all members of such Person's family including, without limitation, any child (whether natural or adopted), step child, parent (whether natural or by adoption), step parent, spouse, former spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

"GAAP" means United States generally accepted accounting principles.

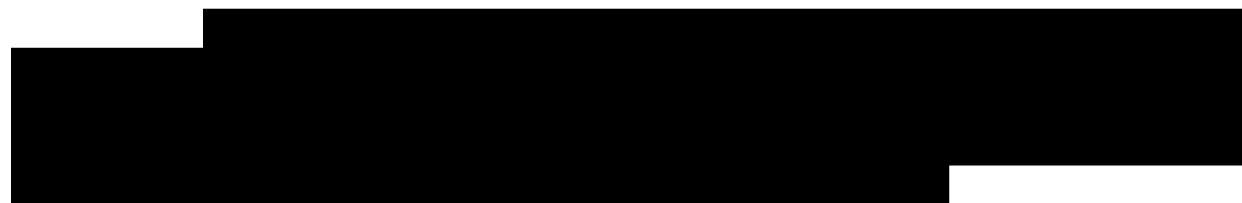
"Governmental Authority" means any federal, state, provincial, local or foreign court, government department, agency, board, commission, regulatory authority or other governmental body or instrumentality, including any such entity responsible for the imposition or collection of Tax.

"Hazardous Substance" means (a) petroleum or petroleum products, flammable

materials, explosives, radioactive materials, radon gas, lead-based paint, asbestos in any form, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), transformers or other equipment that contain dielectric fluid containing PCBs and toxic mold or fungus of any kind or species, (b) any chemicals or other materials or substances which are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import under any applicable Environmental, Health, and Safety Requirements, and (c) any other chemical, material or substance exposure to which is prohibited, limited or regulated under any applicable Environmental, Health, and Safety Requirements.

"Information Privacy and Security Laws" means Applicable Laws and industry standards concerning the use, ownership, maintenance, storage, collection, privacy and/or security of Protected Information, including without limitation the US Federal Trade Commission Act, the Payment Card Industry Data Security Standard, applicable state laws, and the EU General Data Protection Regulation (Regulation EU 2016/679).

"Intellectual Property" means all of the following: (a) all trademarks, service marks, trade names, Internet domain names, trade dress, and the goodwill associated therewith, and all registrations or applications for registration thereof; (b) all patents, patent applications and continuations; (c) all copyrights, database rights and moral rights in both published works and unpublished works, whether registered or unregistered, and all registrations or applications for registration thereof; (d) trade secret and confidential information, including such rights in inventions (whether patentable or un-patentable and whether or not reduced to practice), know how, customer lists, technical information, proprietary information, technologies, processes and formulae, and data, whether tangible or intangible, and whether stored, compiled, or memorialized physically, electronically, photographically, or otherwise; and (e) website properties, website contents and website URLs, website and app administrative rights and control, all creative property including music, logo treatments and the like, artistic rights in content, analytics and reports measuring performance, other data and databases.



"Knowledge" means the knowledge of Seller's directors and officers, and the knowledge such Persons would have had if such Persons had conducted a reasonable inquiry of the other employees having responsibility for such matters.

"Liability" means any liability or obligation (including, without limitation, any Warranty Obligation, Debt or liability or obligation related to Taxes), whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Lien" means any lien, mortgage, pledge, title defect, easement, right-of-way, option, charge, security interest, or any other restriction or encumbrance.

"Organizational Documents" means, with respect to any Person, such Person's charter, by-laws, certificate of incorporation or formation, limited liability company agreement, partnership agreement, or other similar organizational documents.

"Permitted Liens" means (a) Liens not yet due and delinquent for current taxes, assessments or governmental charges and (b) mechanic's liens, contractor liens and similar liens which arise by operation of law and for amounts which are not yet delinquent.

"Person" means an individual, a corporation, a partnership, limited liability company, an association, a trust or other entity or organization or Governmental Authority, including a governmental or political subdivision or an agency or instrumentality thereof.

"Products" means products and services of Seller, both current and historical, irrespective of whether such products or services constitute Purchased Assets.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(O) all goodwill and going concern value of the Purchased Assets.

"Representative" means, with respect to any Person, any director, officer, partner, member, stockholder, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants, insurers and financial advisors.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Tax" means: (a) any federal, state, county, local or foreign taxes, including ad valorem, alternative or add-on minimum, capital securities, communications, custom, disability, duty, employment, environmental, escheat or unclaimed property, estimated, excise, franchise, gross income, gross receipts, license, net income, occupation, payroll, premium, profits, property, registration, sales, severance, social security, stamp, transfer, unclaimed property, unemployment, use, utility, value-added, wage, windfall profits, withholding, and other taxes, government fees, or other assessments of any kind whatsoever, to the extent the foregoing are in the nature of a tax; (b) any interest, penalties, additions to tax, or additional amount imposed by any Taxing Authority with respect thereto, whether disputed or not; and (c) any amount described in clauses (a) or (b) for which a Person is liable by reason of Treasury Regulation Section 1.1502-6, as a transferee or successor, or by Contract, indemnity, or otherwise.

"Tax Return" means any return, statement, estimate, report, form, or filing with respect to Taxes, including any schedules attached thereto and any amendment thereof.

"Taxing Authority" means any Governmental Authority responsible for the administration or imposition of any Tax.

"Treasury Regulations" means the United States Treasury Regulations promulgated under the Code.

"Transaction Documents" means this Agreement and any other agreement, certificate, document or instrument delivered in connection with this Agreement.

"Transactions" means the transactions contemplated by this Agreement and any other Transaction Document.

"Warranty Obligation" means and includes any and all obligations or liabilities of Seller to maintain, repair or replaced any Products pursuant to any Product recall or any service agreement, warranty or similar agreement or obligation.

8.2 Other Definitional Provisions.

(a) The words "herein", "hereof", "hereto" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) Whenever the words "include", "including" or "includes" appear in this Agreement, they shall be read to be followed by the words "without limitation" or words having similar import.

(d) Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meanings throughout this Agreement.

(e) All dollar or "\$" references herein are in US dollars.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHERE OF, the undersigned have executed this Asset Purchase Agreement as
of July effect iv e at _____ 5 p.m. Pacific Time.
15, 2019

BUYER

BREVILLE USA, INC.

By: James D. Clayton

Name : James D. Clayton

Title : Breville Group CEO

SELLER

CHEFSTEPS, INC.

By: _____

Name: _____

Title: _____

KEY CREDITOR

Gabe L. Newell

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of July 15, 2019, effective at 5 p.m. Pacific Time.

BUYER

BREVILLE USA, INC.

By: _____

Name: _____

Title: _____

SELLER

CHEFSTEPS, INC.

By: 

Name: Christopher Charles Young

Title: Chief Executive Officer

KEY CREDITOR

Gabe L. Newell

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of July 15, 2019, effective at 5:00 pm Pacific Time.

BUYER

BREVILLE USA INC.

By: _____

Name: James D. Clayton

Title: Breville Group CEO

SELLER


CHEFSTEPS, INC.

By: _____

Name: _____

Title: _____

KEY CREDITOR



Gabe L. Newell

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Schedule 1.4

None

Schedule 2.1(e)



EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), is made and entered into as of July 15, 2019 by and between Breville USA, Inc., a California corporation ("Buyer"), and ChefSteps, Inc., a Delaware corporation ("Seller"), each a "Party" and together the "Parties".

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "APA"), pursuant to which the Seller has conveyed, transferred, and assigned to the Buyer, among other assets, the intellectual property of the Seller constituting a Purchased Asset, and Seller has agreed to execute and deliver an IP Assignment in connection therewith;

NOW THEREFORE, the parties agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the APA.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, interest and obligations in and to the following Intellectual Property set forth on Schedule 1 hereto (the "Assigned IP"), including:

(a) the Intellectual Property set forth on Schedule hereto;

(b) all rights of any kind whatsoever of Seller accruing under any of the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned IP; and

(d) any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Conflict with APA. Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, provisions, conditions and limitations set forth in the APA, and Seller and Buyer hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of the parties to the APA shall be deemed to be enlarged, diminished, modified or altered in any way by this Agreement.

In the event the terms of this Agreement conflict with the terms of the APA, the terms of the APA shall govern.

4. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware without regard to the conflict of law provisions of any jurisdiction.

7. Counterparts. This Agreement may be executed in one or more counterparts, all of which such counterparts taken together will constitute one and the same instrument. Delivery or execution of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other means of electronic transmission or electronic execution shall be as effective as delivery of a manually executed counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ChefSteps, Inc

By: 

Name: Christopher Charles Young

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

Breville USA, Inc.

By: _____

Name:

Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ChefSteps, Inc.

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

Breville USA, Inc.

By: James D. Clayton
James D. Clayton (Jul 15, 2019)

Name: James D. Clayton

Title: Breville Group CEO

SCHEDULE 1

Patents

FILE NUMBER	TITLE	SERIAL NO.	FILING DATE	STATUS
117333-8001.US01	CROWDSOURCING RESPONSES IN A QUERY PROCESSING SYSTEM	15493032	Apr 20, 2017	Pending
117333-8001.WO00	CROWDSOURCING RESPONSES IN A QUERY PROCESSING SYSTEM	PCTUS1827926	Apr 17, 2018	Pending
117333-8002.AU00	SYSTEMS, ARTICLES AND METHODS RELATED TO PROVIDING CUSTOMIZED COOKING INSTRUCTION	2015288164	Jul 1, 2015	Pending
117333-8002.CN00	SYSTEMS, ARTICLES AND METHODS RELATED TO PROVIDING CUSTOMIZED COOKING INSTRUCTION	2015800474956	Jul 1, 2015	Pending
117333-8002.EP00	SYSTEMS, ARTICLES AND METHODS RELATED TO PROVIDING CUSTOMIZED COOKING INSTRUCTION	158188748	Jul 1, 2015	Pending
117333-8002.JP00	SYSTEMS, ARTICLES AND METHODS RELATED TO PROVIDING CUSTOMIZED COOKING INSTRUCTION	2017522320	Jul 1, 2015	Pending
117333-8002.KR00	SYSTEMS, ARTICLES AND METHODS RELATED TO PROVIDING CUSTOMIZED COOKING INSTRUCTION	1020177003371	Jul 1, 2015	Pending
117333-8002.US01	SYSTEMS, ARTICLES AND METHODS RELATED TO PROVIDING CUSTOMIZED COOKING INSTRUCTION	14789414	Jul 1, 2015	Pending
117333-8002.US02	SYSTEMS, ARTICLES AND METHODS RELATED TO PROVIDING CUSTOMIZED COOKING INSTRUCTION	15432790	Feb 14, 2017	Pending
117333-8003.CN00	FOOD PREPARATION GUIDANCE SYSTEM	2015800763655	Dec 18, 2015	Pending
117333-8003.DE00	FOOD PREPARATION GUIDANCE SYSTEM	1120150057099	Dec 18, 2015	Pending
117333-8003.US01	FOOD PREPARATION GUIDANCE SYSTEM	14974635	Dec 18, 2015	Pending
117333-8004.CN00	FOOD PREPARATION CONTROL SYSTEM	2016800177545	Jan 28, 2016	Pending
117333-8004.DE00	FOOD PREPARATION CONTROL SYSTEM	1120160005423	Jan 28, 2016	Pending
117333-8004.US01	FOOD PREPARATION CONTROL SYSTEM	15/009,525	2016-01-28	Issued
117333-8005.AU00	FOOD PREPARATION CONTROL SYSTEM	2016295396	Jul 19, 2016	Pending
117333-8005.CA00	FOOD PREPARATION CONTROL SYSTEM	2993176	Jul 19, 2016	Pending
117333-8005.CN00	FOOD PREPARATION CONTROL SYSTEM	2016800549603	Jul 19, 2016	Pending
117333-8005.EP00	FOOD PREPARATION CONTROL SYSTEM	168284057	Jul 19, 2016	Pending
117333-8005.JP00	FOOD PREPARATION CONTROL SYSTEM	2018502757	Jul 19, 2016	Pending
117333-8005.KR00	FOOD PREPARATION CONTROL SYSTEM	1020187004887	Jul 19, 2016	Pending
117333-8005.US01	FOOD PREPARATION CONTROL SYSTEM	15214056	Jul 19, 2016	Pending
117333-8005.US02	FOOD PREPARATION CONTROL SYSTEM	15432792	Feb 14, 2017	Pending
117333-8006.AU00	DATA AGGREGATION AND PERSONALIZATION FOR REMOTELY CONTROLLED COOKING DEVICES	2016358148	Nov 14, 2016	Pending
117333-8006.CA00	DATA AGGREGATION AND PERSONALIZATION FOR REMOTELY CONTROLLED COOKING DEVICES	3005618	Nov 14, 2016	Pending
117333-8006.CN00	DATA AGGREGATION AND PERSONALIZATION FOR REMOTELY CONTROLLED COOKING DEVICES	2016800785019	Nov 14, 2016	Pending
117333-8006.EP00	DATA AGGREGATION AND PERSONALIZATION FOR REMOTELY CONTROLLED COOKING DEVICES	168669182	Nov 14, 2016	Pending
117333-8006.JP00	DATA AGGREGATION AND PERSONALIZATION FOR REMOTELY CONTROLLED COOKING DEVICES	2018545107	Nov 14, 2016	Pending
117333-8006.KR00	DATA AGGREGATION AND PERSONALIZATION FOR REMOTELY CONTROLLED COOKING DEVICES	1020187016807	Nov 14, 2016	Pending
117333-8006.US01	DATA AGGREGATION AND PERSONALIZATION FOR REMOTELY CONTROLLED COOKING DEVICES	15351091	Nov 14, 2016	Pending
117333-8007.AU00	THERMAL IMMERSION CIRCULATOR	2016337395	Oct 14, 2016	Pending
117333-8007.CA00	THERMAL IMMERSION CIRCULATOR	3002172	Oct 14, 2016	Pending
117333-8007.CN00	THERMAL IMMERSION CIRCULATOR	2016800738431	Oct 14, 2016	Pending
117333-8007.EP00	THERMAL IMMERSION CIRCULATOR	168563575	Oct 14, 2016	Pending
117333-8007.JP00	THERMAL IMMERSION CIRCULATOR	2018519394	Oct 14, 2016	Pending
117333-8007.KR00	THERMAL IMMERSION CIRCULATOR	1020187013865	Oct 14, 2016	Pending
117333-8007.US01	THERMAL IMMERSION CIRCULATOR	16093612	Oct 14, 2016	Pending
117333-8008.EM00	THERMAL IMMERSION CIRCULATOR	003073436-0001	2016-04-18	Issued
117333-8008.EM01	THERMAL IMMERSION CIRCULATOR	003073436-0002	2016-04-18	Issued
117333-8008.EM02	THERMAL IMMERSION CIRCULATOR	003073436-0003	2016-04-18	Issued
117333-8008.EM03	THERMAL IMMERSION CIRCULATOR	003073436-0004	2016-04-18	Issued
117333-8008.EM04	THERMAL IMMERSION CIRCULATOR	003073436-0005	2016-04-18	Issued
117333-8008.US00	THERMAL IMMERSION CIRCULATOR	29542731	Oct 16, 2015	Allowed
117333-8010.US00	PREDICTIVE COOKING, SUCH AS FOR USE WITH SOUS VIDE COOKING SYSTEMS	16116460	Aug 29, 2018	Pending
117333-8012.US00	SYSTEM FOR PROVIDING SHARPENED KNIVES OR OTHER REFURBISHED KITCHEN ITEMS	62723879	Aug 28, 2018	Pending
117333-8013.US00	SOUS VIDE POUCHES AND SYSTEMS AND METHODS FOR TRACKING SOUS VIDE POUCHES	62738786	Sep 28, 2018	Pending
117333-8014.US01	SMART AND CONNECTED COOKING APPLIANCES	62820799	Mar-03-2019	Pending
117333-8015.US00	METHODS FOR ESTIMATING CHARACTERISTICS OF FOOD ITEMS PLACED IN BAGS, SUCH AS FOR USE IN SOUS VIDE COOKING	62768776	Nov 16, 2018	Pending
117333-8016.US00	SCALES, SUCH AS FOR USE WITH COOKING APPLIANCES	62798973	Jan 30, 2019	Pending
117333-8022.US00	WIRELESSLY CONNECTED THERMOMETER, SUCH AS FOR USE WITH SOUS VIDE COOKING	62770084	Nov 20, 2018	Pending
117333-8023.US00	FOOD STORAGE SYSTEMS, SUCH AS FOR SHARING DATA OF STORAGE BAG CONTENTS WITH EXTERNAL DEVICES	62796997	Jan 25, 2019	Pending

Trademarks

ChefSteps, Inc. Trademark Asset Report						
5.29.19						
Mark	Country	Owner Name	File Date	Application #	Registration Date	Registration #
CHEFSTEPS	UNITED STATES	ChefSteps, Inc.	9/20/12	85734006	10/22/13	4422960
CHEFSTEPS	UNITED STATES	ChefSteps, Inc.	11/13/15	86981163	1/31/17	5134744
CHEFSTEPS	UNITED STATES	ChefSteps, Inc.	11/13/15	86819482 ¹		
CHEFSTEPS	AUSTRALIA	ChefSteps, Inc.	11/17/15	WO1281285	6/15/16	WO1281285
CHEFSTEPS	CHINA	ChefSteps, Inc.	4/15/16	WO1281285	11/29/17	WO1281285
CHEFSTEPS	EUROPEAN UNION (EUTM & RCD)	ChefSteps, Inc.	11/17/15	WO1281285	11/8/17	WO1281285
CHEFSTEPS	JAPAN	ChefSteps, Inc.	11/17/15	WO1281285	9/23/16	WO1281285
CHEFSTEPS	NEW ZEALAND	ChefSteps, Inc.	11/17/15	WO1281285	5/18/16	WO1281285
CHEFSTEPS	NORWAY	ChefSteps, Inc.	11/17/15	WO1281285	8/19/16	WO1281285
CHEFSTEPS	WIPO	ChefSteps, Inc.	11/17/15	WO1281285	11/17/15	WO1281285
CONVERSATIONAL COOKING	UNITED STATES	ChefSteps, Inc.	10/4/16	87192353	4/30/19	5740201
CONVERSATIONAL COOKING	AUSTRALIA	ChefSteps, Inc.	3/8/17	WO1346842	9/6/17	WO1346842
CONVERSATIONAL COOKING	EUROPEAN UNION (EUTM & RCD)	ChefSteps, Inc.	3/8/17	WO1346842	10/27/17	WO1346842
CONVERSATIONAL COOKING	JAPAN	ChefSteps, Inc.	3/8/17	WO1346842	2/2/18	WO1346842
CONVERSATIONAL COOKING	NEW ZEALAND	ChefSteps, Inc.	3/8/17	WO1346842	10/3/17	WO1346842
CONVERSATIONAL COOKING	NORWAY	ChefSteps, Inc.	3/8/17	WO1346842	1/19/18	WO1346842
CONVERSATIONAL COOKING	WIPO	ChefSteps, Inc.	3/8/17	WO1346842	3/8/17	WO1346842
JOULE	UNITED STATES	ChefSteps, Inc.	10/21/15	86795214	4/11/17	5182538
JOULE	UNITED STATES	ChefSteps, Inc.	4/19/16	87006182	10/31/17	5324837
JOULE	AUSTRALIA	ChefSteps, Inc.	4/20/16	WO1301799	9/29/16	WO1301799
JOULE	EUROPEAN UNION (EUTM & RCD)	ChefSteps, Inc.	4/20/16	WO1301799	12/9/16	WO1301799
JOULE	JAPAN	ChefSteps, Inc.	4/20/16	WO1301799B	3/23/18	WO1301799B
JOULE	NEW ZEALAND	ChefSteps, Inc.	4/20/16	WO1301799	10/31/17	WO1301799
JOULE	NORWAY	ChefSteps, Inc.	4/20/16	WO1301799	2/10/17	WO1301799
JOULE	WIPO	ChefSteps, Inc.	4/20/16	WO1301799	4/20/16	WO1301799
JOULE BIG CLAMP	UNITED STATES	ChefSteps, Inc.	3/1/18	87815912	10/2/18	5575754
JOULE FLEX MAT	UNITED STATES	ChefSteps, Inc.	3/1/18	87815886		
JOULE FLIP TOP	UNITED STATES	ChefSteps, Inc.	3/1/18	87815909		
JOULE READY	UNITED STATES	ChefSteps, Inc.	1/23/18	87767480		
JOULE READY SOUS VIDE STARTER	UNITED STATES	ChefSteps, Inc.	1/23/18	87767476		
JOULE SOUS VIDE	CHINA	ChefSteps, Inc.	3/8/18	29487666	1/7/19	29487666
JOULE SOUS VIDE	CHINA	ChefSteps, Inc.	3/8/18	29487667	1/17/19	29487667
JOULE TURBO	UNITED STATES	ChefSteps, Inc.	4/12/19	88383345		
JOULE VISUAL DONENESS	AUSTRALIA	ChefSteps, Inc.	7/13/18	1940709		
JOULE VISUAL DONENESS	CHINA	ChefSteps, Inc.	3/6/19	36649290		
JOULE VISUAL DONENESS	CHINA	ChefSteps, Inc.	3/6/19	36649576		
JOULE VISUAL DONENESS	CHINA	ChefSteps, Inc.	3/6/19	36649574		
JOULE VISUAL DONENESS	CHINA	ChefSteps, Inc.	3/6/19	36649575		
PERFECT FOOD, EVERY TIME	UNITED STATES	ChefSteps, Inc.	11/3/17	87671490		
PREDICTIVE COOKING	UNITED STATES	ChefSteps, Inc.	12/18/14	86483834		
PREDICTIVE COOKING	AUSTRALIA	ChefSteps, Inc.	6/10/15	WO1268607	10/11/17	WO1268607
PREDICTIVE COOKING	CHINA	ChefSteps, Inc.	3/22/16	WO1268607	8/9/17	WO1268607
PREDICTIVE COOKING	EUROPEAN UNION (EUTM & RCD)	ChefSteps, Inc.	6/10/15	WO1268607	8/16/16	WO1268607
PREDICTIVE COOKING	JAPAN	ChefSteps, Inc.	6/10/15	WO1268607	7/15/16	WO1268607
PREDICTIVE COOKING	NEW ZEALAND	ChefSteps, Inc.	6/10/15	WO1268607	3/1/16	WO1268607
PREDICTIVE COOKING	WIPO	ChefSteps, Inc.	6/10/15	WO1268607	6/10/15	WO1268607
VISUAL DONENESS	UNITED STATES	ChefSteps, Inc.	4/19/16	87006194		
VISUAL DONENESS	UNITED STATES	ChefSteps, Inc.	1/21/16	86882704	9/18/18	5566217
VISUAL DONENESS	EUROPEAN UNION (EUTM & RCD)	ChefSteps, Inc.	7/6/16	WO1310472	2/24/17	WO1310472
VISUAL DONENESS	JAPAN	ChefSteps, Inc.	7/6/16	WO1310472	2/17/17	WO1310472
VISUAL DONENESS	NEW ZEALAND	ChefSteps, Inc.	7/6/16	WO1310472	1/31/17	WO1310472
VISUAL DONENESS	WIPO	ChefSteps, Inc.	7/6/16	WO1310472	7/6/16	WO1310472

¹ Will be abandoned.