

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576438

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|---|--|------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pure Mediterranean Foods, LLC | | 01/21/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Grecian Delight Foods, Inc. | | |
| Street Address: | 1201 Tonne Rd | | |
| City: | Elk Grove Village | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60007 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5164024 | WHEN ONE PROTEIN JUST ISN'T ENOUGH | |
| Registration Number: | 4842764 | PURE MEDITERRANEAN FOODS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 294030 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 05/14/2020 | | |
| Total Attachments: 4 | | | |
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| source=5-14-2020 Pure Mediterranean-TM#page2.tif | | | |
| source=5-14-2020 Pure Mediterranean-TM#page3.tif | | | |

CH \$65.00 5164024

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is effective as of 12:01 a.m. (Central Time) on January 21, 2020, by and between Pure Mediterranean Foods, LLC, a Delaware limited liability company ("Assignor"), and Grecian Delight Foods, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the patents and trademarks shown on Schedule A hereto and the goodwill associated therewith (collectively, the "Intellectual Property"), and now desires to assign, transfer and convey all of its right, title and interest in and to the Intellectual Property; and

WHEREAS, Assignee desires to acquire from Assignor all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement, and such further mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property. Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Intellectual Property, including without limitation, any and all causes of action and other rights assertable under the Intellectual Property, the right to sue third parties for past, present, and future infringement of or improper activities regarding the Intellectual Property, the right to assume any licenses connected with the Intellectual Property, and the right to enjoy all of the benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. Recordation and Further Assurances. Assignor hereby authorizes the Register of Copyrights in the United States Copyright Office 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 Assignment upon request by Assignee. Assignor hereby authorizes and requests the applicable registration authority to transfer the Domain Names from Assignor to Assignee. Following the date hereof, 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 to Assignee, or any assignee or successor thereto.
3. Amendments. This Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.
4. Headings: Interpretation. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment.
5. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by and law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by the law of the state of Delaware, without regard to the principles of conflicts of law.
8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
9. Entire Agreement. This Assignment constitutes the entire agreement of the parties and supersedes any and all prior and contemporaneous agreements between the parties, written or oral, with respect to the transactions contemplated hereby.

signature page follows

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

PURE MEDITERRANEAN FOODS, LLC

By: 

Name: Michael Lerch

Title: CFO

ASSIGNEE:

GRECIAN DELIGHT FOODS, INC.

By: 

Name: Michael Lerch

Title: CFO

SCHEDULE A

Trademarks

| Trademark | App. No. | App. Date | Reg. No. | Reg. Date |
|--|----------|-------------|----------|-------------|
| WHEN ONE PROTEIN JUST ISN'T ENOUGH | 86872808 | 12-JAN-2016 | 5164024 | 21-MAR-2017 |
| PURE MEDITERRANEAN FOODS | 86469836 | 03-DEC-2014 | 4842764 | 27-OCT-2015 |

Patents

| Title | Patent No. | Patent Date | App. No. | App. Date |
|--------------|---------------|----------------|------------|------------|
| Food package | D752425 | 2016-03-29 | 29/521,169 | 2015-03-20 |