

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628917

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Randall Foods, Inc.		02/08/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HV Randall Foods, LLC		
<b>Street Address:</b>	11755 Wilshire Boulevard, Suite 1400		
<b>Internal Address:</b>	c/o HV Randall Parent, LLC		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4096251	RANDALL FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	2028874000		
<b>Email:</b>	dlee@akingump.com		
<b>Correspondent Name:</b>	David C. Lee		
<b>Address Line 1:</b>	2001 K Street, N.W.		
<b>Address Line 2:</b>	Robert S. Strauss Tower		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	699362.0091		
<b>NAME OF SUBMITTER:</b>	David C. Lee		
<b>SIGNATURE:</b>	/David C. Lee/		
<b>DATE SIGNED:</b>	03/01/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of February 8, 2021, is made by Randall Foods, Inc. (“Seller”), a California corporation, in favor of HV Randall Foods, LLC (“Buyer”), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, by and among between Buyer, Seller and the Shareholders (as defined in the Asset Purchase Agreement), dated as of even date herewith (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and other corresponding entities, as applicable.

NOW THEREFORE, the parties agree as follows:

1. 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 and interest in and to the following (the “Assigned IP”):

(a) the trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, transliterations, and combinations of the foregoing) set forth on Schedule 1 hereto, and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected or associated with the use of, or symbolized by, the Trademarks;

(b) the domain names set forth on Schedule 2 hereto;

(c) all registrations and applications of any of the foregoing;

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

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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office 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, without limitation, 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 Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

6. Headings. The section headings contained in this IP Assignment are for reference only and shall not affect the meaning or interpretation of this IP Assignment.

7. 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.


8. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*(Remainder of Page Intentionally Left Blank; Signature Page Follows)*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

**SELLER:**

RANDALL FOODS, INC.

By:   
Name: Stanley Bloom  
Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.


**BUYER:**

HV RANDALL FOODS, LLC

By:

Name: Daniel Picmann

Title: Secretary

A handwritten signature in black ink, appearing to read 'Daniel Picmann', written over a horizontal line. The signature is stylized and includes a large initial 'D'.

SCHEDULE 1

TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner of Record
RANDALL FARMS	85/358671	6/28/11	4,096,251	2/7/12	Randall Foods, Inc. P.O. Box 2669 Huntington Park, California, United States 90255 Legal Entity Type: Corporation State Where Organized: California

SCHEDULE 2

DOMAIN NAMES

randallfarms.com

randallfarms.online

randallfoods.com