

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Country Mile, LLC		09/01/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Gooder Foods, Inc.		
Street Address:	145 Branciforte Ridge		
City:	Santa Cruz		
State/Country:	CALIFORNIA		
Postal Code:	95065		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6348711	GOODLES	
Serial Number:	90495385	NOODLES, GOODER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	charlie@corplaw.com		
Correspondent Name:	Charles B. Brown		
Address Line 1:	400 Central Ave Ste 150		
Address Line 4:	Northfield, ILLINOIS 60093		
NAME OF SUBMITTER:	Charles B. Brown		
SIGNATURE:	/Charles B. Brown/		
DATE SIGNED:	09/29/2021		
Total Attachments: 4			
source=9-10 GOODLES Earle Country Mile TM assignment cosigned with canada#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), with an Effective Date of September 1, 2021, is made by Country Mile, LLC, a Delaware limited liability company (“Seller”), in favor of Gooder Foods, Inc., a Delaware corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to the Technology Assignment Agreement, by and between Buyer, Seller and the other parties thereto, dated as of November 10, 2020 (the “Technology Assignment Agreement”).

WHEREAS, under the terms of the Technology Assignment 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 Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, Assignee is the successor to an ongoing and existing portion of Assignor’s business pertaining to the trademark registrations and trademark applications set forth on Schedule I hereto.

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:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (collectively, the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) 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;

(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 foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, 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.

2. Recordation and Further Actions. Seller hereby authorizes 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 Trademark

Assignment upon request by Buyer. Following the date hereof, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Technology Assignment Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Technology Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Technology Assignment 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 Technology Assignment Agreement and the terms hereof, the terms of the Technology Assignment Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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).

[SIGNATURE PAGE FOLLOWS]

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

Country Mile, LLC

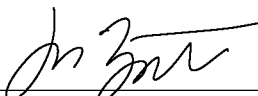
By: 

Name: Paul Earle

Title: Managing Member

AGREED TO AND ACCEPTED:

Gooder Foods, Inc.

By:  _____

Name: Jennifer Zeszut

Title: CEO

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
GOODLES	US	6348711	5/11/2021

Trademark Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
NOODLES, GOODER	US	90/495385	1/28/2021
GOODLES	Canada	2059096	10/21/2020