

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771723

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900717768

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spice Chain Corporation		08/30/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	iSpice II, LLC
Street Address:	9 Elkins Road
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3078922	ROSERED
Registration Number:	5661718	SPICE CHAIN
Serial Number:	97062482	PRIDE OF
Serial Number:	97062515	PRIDE OF SZEGED
Serial Number:	97062524	PRIDE OF MEXICO
Serial Number:	97062532	PRIDE OF ASIA
Serial Number:	97062538	PRIDE OF AFRICA
Serial Number:	97062542	PRIDE OF MALABAR
Serial Number:	97062489	PRIDE OF MANHATTAN
Serial Number:	97062497	PRIDE OF NEW ENGLAND
Serial Number:	97062499	PRIDE OF CHENNAI
Serial Number:	97062501	PRIDE OF JALISCO
Serial Number:	97062506	PRIDE OF LIRA
Serial Number:	97062510	PRIDE OF ANATOLIA
Serial Number:	97175541	FLAVOR IS A DESTINATION. LET'S GO.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 901-526-2000
Email: trademarks@bakerdonelson.com
Correspondent Name: Baker, Donelson, Bearman, Caldwell
Address Line 1: 165 Madison Avenue
Address Line 2: Suite 200
Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	2952682.2
NAME OF SUBMITTER:	Shawn D. Sentilles
SIGNATURE:	/Shawn D. Sentilles/
DATE SIGNED:	12/05/2022

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “**Assignment**”), dated as of August __, 2022, by and between Spice Chain Corporation, a Delaware corporation (“**Seller**”), and iSpice II, LLC, a Delaware limited liability company (“**Buyer**”).

WHEREAS, Seller and Buyer are entering into this Assignment under the Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof. The Purchase Agreement provides for the Buyer’s acquisition of substantially all the assets of Seller’s business of importing, processing, blending, packaging, selling, and distributing spices (the “**Business**”), including all Intellectual Property Assets, including, but not limited to the Intellectual Property Assets listed on Schedule A to this Assignment (the “**Transferred Intellectual Property**”). It is the intention of the parties to reflect the assignment of the Transferred Intellectual Property by Seller to the Buyer by the execution and delivery of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. **Assignment of Intellectual Property.** Seller hereby irrevocably assigns and transfers to Buyer, and the Buyer hereby assumes all of Seller’s right, title, and interest in and to the Transferred Intellectual Property, including, but not limited to, those items specified on Schedule A hereto, any and all common law trademark rights, the goodwill of the business symbolized by the trademarks, and all rights of action for infringement including the right to sue and recover for past infringement.

3. **Intellectual Property Registrations.** Seller agrees to assist Buyer, or its designee, at Buyer's expense, in every proper way as maybe reasonably requested by Buyer to secure Buyer’s rights in the Transferred Intellectual Property, including (i) the disclosure to Buyer of all pertinent information and data with respect thereto, and (ii) the execution of all applications, specifications, oaths, assignments and all other instruments which Buyer shall reasonably deem necessary in order to apply for, obtain, and enforce such rights and in order to assign and convey to Buyer the sole and exclusive right, title and interest in and to such Transferred Intellectual Property, and (iii) placing each of the domain names that are Transferred Intellectual Property in “unlocked” status and providing Buyer the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Seller’s right, title and interest in such domain names to Buyer.

5. **Terms of the Purchase Agreement.** In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of 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).

7. **Severability.** If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

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 to be 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.

[Signature page follows.]

IN WITNESS WHEREOF, Spice Chain Corporation has executed this Assignment as of the date first above written.

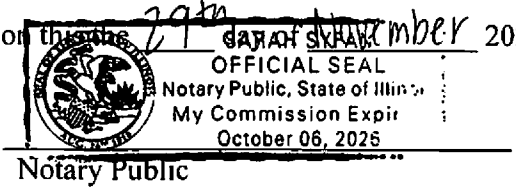
SPICE CHAIN CORPORATION

By: *Walter C. Florence*
Name: Walter C. Florence
Title: Vice President

STATE OF Illinois
COUNTY OF COOK

Before me, Sarah Syfan, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Walter Florence, with whom I am personally acquainted, and who, upon oath, acknowledged himself or herself to be an authorized officer of Spice Chain Corporation, the within-named bargainor, a Delaware corporation, and that he or she, as such authorized officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as such authorized officer.

WITNESS my hand and seal at office on this 29th day of November 2022.



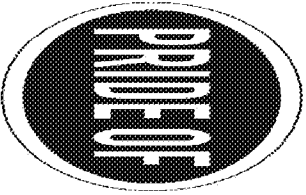
My Commission Expires:
10/6/2026

Notary Public
Sarah Syfan

**SCHEDULE A
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY**

Listing of Transferred Intellectual Property

Trademarks

REFERENCE #	MARK	IMAGE	OWNER	COUNTRY	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
015283-01000-2	ROSERED		Spice Chain Corporation	United States of America	Registered	78510644	Nov 3, 2004	3078922	Apr 11, 2006
015283-01000-4	SPICE CHAIN		Spice Chain Corporation	United States of America	Registered	86621679	May 6, 2015	5661718	Jan 22, 2019
015283-01001	PRIDE OF & Design		Spice Chain Corporation	United States of America	Pending	97062482	Oct 6, 2021		
015283-01002	PRIDE OF SZEGED		Spice Chain Corporation	United States of America	Published	97062515	Oct 6, 2021	97062515	Aug 23, 2022
015283-01003	PRIDE OF MEXICO		Spice Chain Corporation	United States of America	Pending	97062524	Oct 6, 2021		
015283-01004	PRIDE OF ASIA		Spice Chain Corporation	United States of America	Published	97062532	Oct 6, 2021		

REFERENCE #	MARK	IMAGE	OWNER	COUNTRY	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
			Corporation	America					
015283-01005	PRIDE OF AFRICA		Spice Chain Corporation	United States of America	Pending	97062538	Oct 6, 2021		
015283-01007	PRIDE OF MALABAR		Spice Chain Corporation	United States of America	Published	97062542	Oct 6, 2021	97062542	Aug 23, 2022
015283-01008	PRIDE OF MANHATTAN		Spice Chain Corporation	United States of America	Published	97062489	Oct 6, 2021		
015283-01009	PRIDE OF NEW ENGLAND		Spice Chain Corporation	United States of America	Published	97062497	Oct 6, 2021	97062497	Aug 23, 2022
015283-01010	PRIDE OF CHENNAI		Spice Chain Corporation	United States of America	Published	97062499	Oct 6, 2021		
015283-01011	PRIDE OF JALISCO		Spice Chain Corporation	United States of America	Published	97062501	Oct 6, 2021		
015283-01012	PRIDE OF LIRA		Spice Chain Corporation	United States of America	Published	97062506	Oct 6, 2021	97062506	Aug 23, 2022
015283-01013	PRIDE OF ANATOLIA		Spice Chain Corporation	United States of America	Published	97062510	Oct 6, 2021		
015283-01014	FLAVOR IS A DESTINATION. LET'S GO.		Spice Chain Corporation	United States of America	Published	97175541	Dec 16, 2021	97175541	Aug 23, 2022

Unregistered Marks

1. "The Link from Farm to Fork"

Social Media

1. LinkedIn: <https://www.linkedin.com/company/spicechain/>
2. Facebook: <https://m.facebook.com/Spice-Chain-103224472020366>
3. Instagram: <https://www.instagram.com/spicechaincorporation/?hl=en>