

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Treadstone Group, Inc.		11/26/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Kellogg North America Company		
Street Address:	One Kellogg Square		
City:	Battle Creek		
State/Country:	MICHIGAN		
Postal Code:	49016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5291987	LEAF JERKY	
CORRESPONDENCE DATA			
Fax Number:	7344184289		
<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:	(734) 418-4288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	12/10/2018		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of November 26, 2018 between The Treadstone Group, Inc. having an address at 2173 Smith Harbor Dr., Denver, NC 28037 ("Assignor"), and Kellogg North America Company, a Delaware limited liability company with an address at One Kellogg Square, Battle Creek, Michigan 49016 ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, pursuant to an agreement between Assignor and Assignee ("Agreement") Assignor entered into that certain Trademark, Domain and Social Media Purchase Agreement whereby Assignor has purchased certain trademarks and social media accounts and a domain as indicated in the attached Exhibit A. (the "Acquired IP");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Acquired IP.

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Acquired IP as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks**. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any registrations thereof for the Marks, including as further detailed as MARKS in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Domain**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domain and the registration therefor identified as DOMAIN on the attached Exhibit A (the "Domain"), along with all associated goodwill. Assignor shall perform all acts necessary to effect the re-registration of the Domain from Assignor to Assignee according to the applicable Registrar's policy.

3. **Social Media Accounts**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Social Media Accounts and registrations therefor identified as SOCIAL MEDIA ACCOUNTS on the attached Exhibit A (the "Social Media Accounts") along with all associated

goodwill. Assignor shall perform all acts necessary to effect the re-registration of the Social Media Accounts from Assignor to Assignee according to each applicable Social Media Account policy.

4. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

5. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks, Social Media Accounts and the Domain assigned herein.

6. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

10. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

THE TREADSTONE GROUP, INC

Ross D. Bulla

By: _____
Ross D. Bulla, President

ASSIGNEE:

**KELLOGG NORTH AMERICA
COMPANY**

By: *James K. Lewis*
James K. Lewis, Assistant Secretary

EXHIBIT A

MARKS

U.S. Trademark Registration

U.S. Registration No. 5,291,987 for the mark LEAF JERKY registered on September 19, 2017

Trademark Word and Logo



DOMAINS

leafjerky.com

SOCIAL MEDIA ACCOUNTS

Facebook account located at <https://www.facebook.com/plantsnax/>

Instagram account located at <https://www.instagram.com/leafjerkybrand/>