

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BW Outfitters, LLC		01/19/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Compass Group USA, Inc.		
Street Address:	2400 Yorkmont Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87639536	TRADECRAFT	
CORRESPONDENCE DATA			
Fax Number:	7042955389		
<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:	704-328-2838		
Email:	legal.trademarks-copyrights@compass-usa.com		
Correspondent Name:	Compass Group USA, Inc.		
Address Line 1:	2400 Yorkmont Road		
Address Line 2:	Attn: Kathy Keller		
Address Line 4:	Charlotte, NORTH CAROLINA 28217		
NAME OF SUBMITTER:	Kathy Keller		
SIGNATURE:	/kathy keller/		
DATE SIGNED:	09/06/2018		
Total Attachments: 5			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is made and executed as of the 19th day of January, 2018 (the “Effective Date”), by and among **COMPASS GROUP USA, INC.**, by and through its Canteen Division, a Delaware corporation having its principal office at 2400 Yorkmont Road, Charlotte, North Carolina 28217 (“Purchaser”); **BW OUTFITTERS, LLC d/b/a TRADECRAFT OUTFITTERS AND WORKWELL FOOD AND BEVERAGE**, an Illinois limited liability company having its principal office at 2155 S. Carpenter Street, Chicago, Illinois 60608 (“Seller” or the “Company”); **MICHAEL KLONG** and **JAMES CARBONE** (collectively, the “Owners”), and for purposes of Section 18 only, the entity shareholders of the Company set forth on the signature page hereto (collectively, the “Entity Shareholders”).

RECITALS

WHEREAS, Seller is engaged in the business of operating coffee services, café services, vending and micro market services, pantry services, water services, coffee product delivery services, and related training services, including performance with respect to the Client Contracts (as defined in Section 1(b));

[REDACTED]

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, substantially all of the assets owned by Seller and used coffee services, café services, vending and micro market services, pantry services, water services, coffee product delivery services, and related training services business (the “Purchased Business”), upon the terms and subject to the conditions of this Agreement.


AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties and the faithful performance thereof, the parties hereto agree as follows:

SECTION 1. Sale of Assets and Business of Seller.

Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller will sell, convey, transfer, assign and deliver to Purchaser and Purchaser will purchase and assume from Seller all of the assets, properties and rights of Seller, free and clear of all liens, encumbrances, mortgages and other financing arrangements or obligations, other than Permitted Liens, which (except as otherwise explicitly provided for in Section 2) constitute substantially all of the assets, properties and rights of Seller used in the Purchased Business (collectively, the

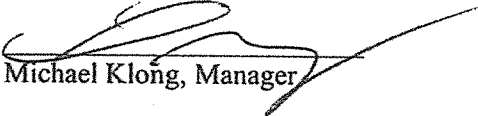
“Purchased Assets”), including, but not limited to:

- a. Fixed Assets. (i) All property and goods owned by Seller and used or bought for use in connection with the Purchased Business, including but not limited to, vending equipment (including vending machines and spare parts), office coffee equipment, portable refrigerators, portable freezers, coin counting equipment, computers, shop and warehouse equipment and other fixed assets of Seller, all as used in the Purchased Business, and (ii) the Seller’s rights in and to Third Party Equipment, including those assets listed on attached Schedule 1(a) (the “Fixed Assets”);
- b. Client Contracts. All of Seller’s rights in and to the customer lists, accounts, contracts, agreements, arrangements, understandings and privileges, whether written or oral, relating to each of the customers of Seller, all as set forth on Schedule 1(b) (the “Customers”; and the contracts, agreements, arrangements and understandings with any such customers, the “Client Contracts”), including, for the avoidance of doubt, that certain ”);
- c. Inventories. All fresh and saleable food and beverages, whose expiration date has not passed, owned and held by Seller for sale or to be used in connection with the Client Contracts, as of the Closing Date (“Product Inventory”) and cash in coin mechanisms, and changer funds used in connection with the Purchased Business (the “Imprest Funds,” and together with the Product Inventory, the “Inventories”);
- d. Transferred Intellectual Property. All rights, title and interest to Seller’s inventions, trade secrets, know-how, recipes, proprietary processes and formulae, and similar information relating to the Purchased Business, including the trade names, trademarks, service marks, any applications and registrations therefor, all registered and unregistered copyrights, internet web sites, social media presences and internet domain names owned and used by Seller as of the Effective Date, including without limitation the intellectual property listed on Schedule 1(d) related to the Purchased Business;
- e. Computer Systems Licenses and Permits. All of Seller’s right, title and interest in the licenses and permits for any computer systems and software used in the Purchased Business;
- f. Other Licenses and Permits. All of Seller’s right, title and interest to any and all licenses and permits required, maintained by and used in the Purchased Business;
- g. Warranties. All guarantees, warranties, indemnities and similar rights in favor of Seller with respect to any of the Purchased Assets or the Purchased Business to the extent they are freely transferable;
- h. Business Records. Copies of any and all business and accounting records relating

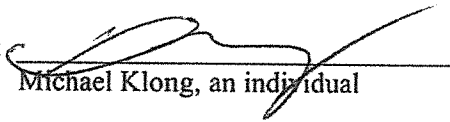
IN WITNESS WHEREOF, each party has executed, or has caused its duly authorized officer to execute, this Asset Purchase Agreement as of the date first above written.

SELLER:

**BW OUTFITTERS, LLC d/b/a Tradecraft
Outfitters and Workwell Food and
Beverage**

By: 
Michael Klong, Manager

OWNERS:

By: 
Michael Klong, an individual

By: _____
James Carbone, an individual

PURCHASER:

**COMPASS GROUP USA, INC. by and through its
Canteen Division**

By: _____
David Goldring, CFO



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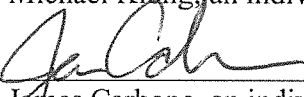
PURCHASER:

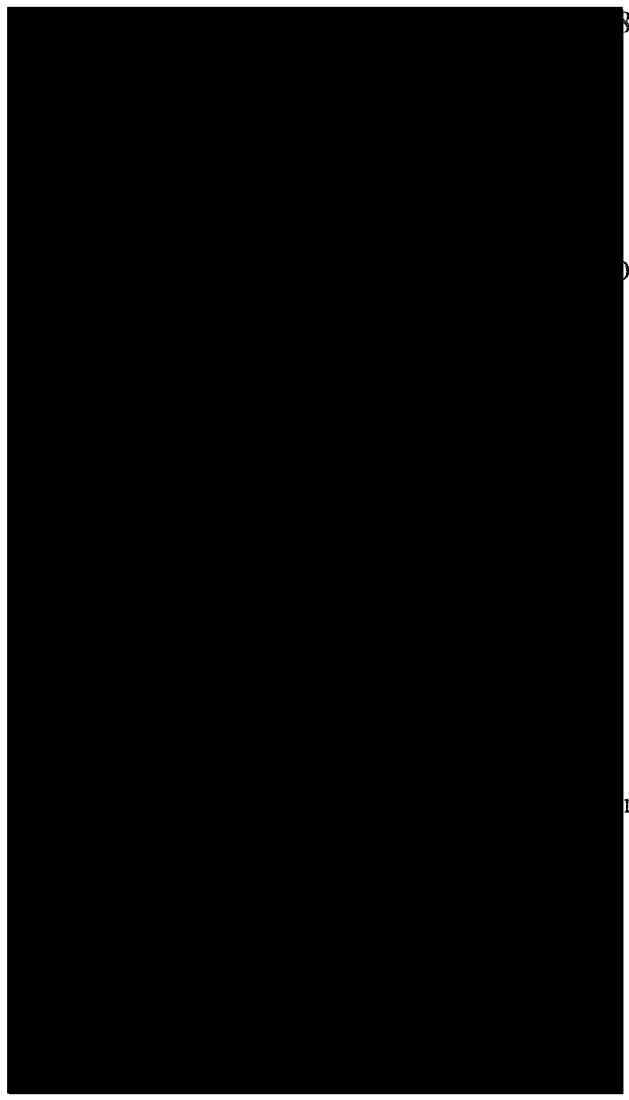
**COMPASS GROUP USA, INC. by and through its
Canteen Division**

By: _____
David Goldring, CFO

OWNERS:

By: _____
Michael Klong, an individual

By:  _____
James Carbone, an individual



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Outfitters and Workwell Food and
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By: _____
Michael Klone, Manager

PURCHASER:

**COMPASS GROUP USA, INC. by and through its
Canteen Division**

By: *David Goldring*
David Goldring, CFO

OWNERS:

By: _____
Michael Klone, an individual

By: _____
James Carbone, an individual

