

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mosaic Sales Solutions US Operating Co., LLC		03/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Imperial Cheddar, LLC		
Doing Business As:	Contend		
Street Address:	758 New High Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5146435	CONTEND	
Registration Number:	5474210	CONTEND	
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>			
Phone:	(650) 424-9700		
Email:	pmarshall@wmtlaw.com		
Correspondent Name:	G.E. Marshall		
Address Line 1:	125 Railroad Avenue, Suite 204		
Address Line 4:	Danville, CALIFORNIA 94526		
NAME OF SUBMITTER:	G.E. Marshall		
SIGNATURE:	/G.E. Marshall/		
DATE SIGNED:	06/03/2021		
Total Attachments: 3			
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OP \$65.00 5146435

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is dated March 1, 2021 (the “Effective Date”) by and between **Mosaic Sales Solutions US Operating Co., LLC**, a Delaware limited liability company, (“Assignor”) and **Imperial Cheddar, LLC**, a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee are referred to herein as a “Party” or, collectively, as the “Parties.”

WHEREAS, pursuant to the Asset Purchase Agreement between the Parties dated as of March 1, 2021 (the “Asset Purchase Agreement”), Assignors selling to Assignee certain assets, including certain intellectual property;

WHEREAS, in connection with the Asset Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in the trademark registrations set forth below in Schedule A (the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire said rights in the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all of Assignor’s right, title and interest in the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and all rights for recovery, damages and profits for past, present and future infringements, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

In case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of Electronic Delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

Mosaic Sales Solutions US Operating Co., LLC

DocuSigned by:
Todd Johnson
By: _____
Name: Todd C. Johnson
Title: Chief Legal Officer and Secretary

Imperial Cheddar, LLC

DocuSigned by:
Steven Amato
By: _____
Name: Steven Amato
Title: Founder, CEO

Exhibit A
Trademarks

Mark	Jurisdiction	Registered Owner	Registration No.	Registration Date
CONTEND	United States	Mosaic Sales Solutions US Operating Co., LLC	5,146,435	2/21/17
CONTEND	United States	Mosaic Sales Solutions US Operating Co., LLC	5,474,210	5/22/18