

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM781804

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frieda's Inc.		01/20/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Frieda's, LLC		
<b>Street Address:</b>	4465 Corporate Center Drive		
<b>City:</b>	Los Alamitos		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90720		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97370753	ALOHAS	
<b>Registration Number:</b>	6563788	FIRE DRAGONS	
<b>Registration Number:</b>	2280669	FRIEDA'S	
<b>Registration Number:</b>	6381846	HONEY DRAGONS	
<b>Registration Number:</b>	5065639	INSPIRE. TASTE. LOVE. FRIEDA'S	
<b>Registration Number:</b>	6648100	KAHUNA	
<b>Registration Number:</b>	4176824	LOVE YOUR PRODUCE MANAGER	
<b>Registration Number:</b>	6902644	MAHANA	
<b>Registration Number:</b>	6495228	MIGHTY GOLD	
<b>Registration Number:</b>	6634678	NATURE'S SWEET TART	
<b>Registration Number:</b>	6634677	POPJOYS	
<b>Registration Number:</b>	6648219	QUICK FIRES	
<b>Registration Number:</b>	6776350	RAMBAS	
<b>Serial Number:</b>	97244230	SNOW DRAGONS	
<b>Serial Number:</b>	97370775	THE READY-TO-BREAK COCONUT	
<b>Registration Number:</b>	6654399	TIKIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$415.00 97370753

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

**Phone:** 3128637198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy J. Brougher, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6030.099
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<b>NAME OF SUBMITTER:</b>	Nancy Brougher
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<b>SIGNATURE:</b>	/njb/
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<b>DATE SIGNED:</b>	01/20/2023
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**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

January 20, 2023

This Intellectual Property Assignment is made as of the date hereof (the "**IP Assignment**") by and among Frieda's Inc., a California corporation ("**Assignor**"), and Frieda's, LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Agreement, dated as of the date hereof, (the "**Purchase Agreement**"), by and among Assignor, Assignee and the Owners, Principals, the Owner Representative all as identified therein and, solely for the purposes of Article 9 thereof, Alexandra Nicole Caplan Jackson Berkley, pursuant to which the Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to all of Assignor's Intellectual Property Rights (except for Excluded IP), including all trademarks (both registered and common law rights), trade names, service marks, trade dress, logos, service names, corporate names and domain names, along with the goodwill associated therewith, copyrights (both registered and unregistered) and all other intellectual property, including but not limited to the copyrights, trademarks, domain names and social media handles listed on Exhibit A hereto, in all jurisdictions in all the world, and all registrations, renewals and applications therefor, owned and used by Assignor in connection with the operation of the Business (collectively, the "**Intellectual Property**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as follows:

Intellectual Property Assignment. Assignor does hereby assign, sell, transfer and convey to Assignee, all of Assignor's right, title, and interest in and to the Intellectual Property throughout the world, including all goodwill pertaining thereto, and all rights to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong directly relating to any of the Intellectual Property, rights of publication, rights to create derivative works, and other rights incident to such Assignor Intellectual Property ownership.

Transfer of Domain Names. The list of domain names that are Intellectual Property subject to this IP Assignment is set forth on Exhibit A (the "**Domain Names**"). Assignor will technically transfer control of the Domain Names registrations, which are registered with Network Solutions, LLC. (the "**Registrar**"), to Assignee, and, to effect such transfer, Assignor will within two (2) business days of the Closing Date both: (a) contact the Registrar and "unlock" the Domain Names for transfer; and (b) obtain from the Registrar and provide to Assignee the transfer authorization code ("**EPP**") for the Domain Names. Assignor will take all necessary steps to request that the Domain Names be transferred to a domain name management account of the domain name registrar of Assignee's choosing. Assignor will thereafter, as promptly as practicable, respond to any Registrar email or correspondence seeking its consent to the transfer of the Domain Names and otherwise reasonably cooperate and take all necessary steps required under Registrar's domain name transfer procedures to promptly affect the transfer.

This IP Assignment does not extend upon or limit the rights, obligations, representations, warranties and/or indemnifications provided in the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are reasonably necessary to register or renew or otherwise give full effect to and to perfect the rights of Assignee under this IP Assignment in and to the Intellectual Property, including, without limitation, all documents reasonably necessary to register in the name of Assignee the assignment of the Intellectual Property with the United States Patent & Trademark Office or Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar; and at Assignee's expense, provide reasonable assistance in any proceedings relating to Assignee's right, title, interest and benefit in and to the Intellectual Property.

This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This IP Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the laws of the State of Delaware.

This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

ASSIGNOR:

FRIEDA'S, INC.,  
a California corporation

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and  
Accepted:

ASSIGNEE:

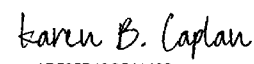
FRIEDA'S, LLC,  
a Delaware limited liability company

By: DocuSigned by:  
*Dan Madsen* \_\_\_\_\_  
29FE23938F7548B  
Name: Dan Madsen  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

ASSIGNOR:

FRIEDA'S, INC.,  
a California corporation

By:  \_\_\_\_\_  
Name: Karen B. Caplan  
Title: CEO

Acknowledged and  
Accepted:

ASSIGNEE:

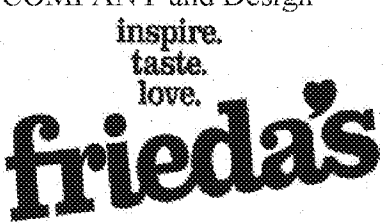
FRIEDA'S, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Dan Madsen  
Title: Chief Executive Officer

Exhibit A

PATENTS – None

**TRADE MARKS**

Country	Mark	Identification	Status
USA	Mark: ALOHAS  App. No.:97370753	(Int'l Class(es) 31) Fresh coconuts	Status: Published Status Date: December 13, 2022
USA	Mark: FIRE DRAGONS  Reg. No.:6563788 App. No.:90011640	(Int'l Class(es) 31) Fresh dragon fruits	Status: Registered Status Date: November 16, 2021 Reg. Date: November 16, 2021
USA	Mark: FRIEDA'S  Reg. No.:2280669 App. No.:75410755	(Int'l Class(es) 30) Dried spices, egg roll wrappers, wonton wrappers and polentas (Int'l Class(es) 31) Fresh fruit and fresh vegetables, namely, jicama, pears, papaya, potatoes, chilies, ginger root, radishes, fennel, squash, onions and cilantro	Status: Renewed Status Date: September 16, 2019 Reg. Date: September 28, 1999
USA	Mark: HONEY DRAGONS  Reg. No.:6381846 App. No.:88907935	(Int'l Class(es) 31) Fresh dragon fruits	Status: Registered Status Date: June 8, 2021 Reg. Date: June 8, 2021
USA	Mark: INSPIRE. TASTE. LOVE. THE COMPANY and Design    Reg. No.:5065639 App. No.:86756271	(Int'l Class(es) 29) Dried fruit, dried vegetables and vegetarian products, namely, tofu (Int'l Class(es) 30) Dried spices, egg roll wrappers, wonton wrappers, crepe wrappers and polentas (Int'l Class(es) 31) Fresh fruits and fresh vegetables, namely, apples, cherimoya, kumquats, lemons,	Status: Registered Status Date: October 18, 2016 Reg. Date: October 18, 2016

Country	Mark	Identification	Status
		mandarins, oranges, pummelos, oroblancos, coconuts, bananas, pears, papayas, dragon fruit, passion fruit, rambutan, star fruit, artichokes, celery root, fennel, jicama, potatoes, shallots, squash, sunchoke, chilies, ginger root, cilantro, and radishes	
USA	Mark: KAHUNA Reg. No.:6648100 App. No.:90310733	(Int'l Class(es) 31) Fresh jackfruit	Status: Registered Status Date: February 15, 2022 Reg. Date: February 15, 2022
USA	Mark: LOVE YOUR PRODUCE MANAGER Reg. No.:4176824 App. No.:85311063	(Int'l Class(es) 31) Fresh fruits and vegetables (Int'l Class(es) 35) Promoting consumer interest in and awareness of fresh produce and produce sections of retail grocery stores	Status: Registered Status Date: July 5, 2018 Reg. Date: July 17, 2012
USA	Mark: MAHANA Reg. No.:6902644 App. No.:90728106	(Int'l Class(es) 31) Fresh ginger	Status: Registered Status Date: November 15, 2022 Reg. Date: November 15, 2022
USA	Mark: MIGHTY GOLD Reg. No.:6495228 App. No.:90376342	(Int'l Class(es) 30) Spice, namely, turmeric	Status: Registered Status Date: September 21, 2021 Reg. Date: September 21, 2021
USA	Mark: NATURE'S SWEET TART Reg. No.:6634678 App. No.:90310756	(Int'l Class(es) 31) Fresh kumquats	Status: Registered Status Date: February 1, 2022 Reg. Date: February 1, 2022
USA	Mark: POPJOYS Reg. No.:6634677 App. No.:90310745	(Int'l Class(es) 31) Fresh kumquats	Status: Registered Status Date: February 1, 2022 Reg. Date: February 1, 2022
USA	Mark: QUICK FIRES	(Int'l Class(es) 31)	Status: Registered



Country	Mark	Identification	Status
	Reg. No.:6648219 App. No.:90376358	Fresh peppers	Status Date: February 15, 2022 Reg. Date: February 15, 2022
USA	Mark: RAMBAS Reg. No.:6776350 App. No.:90582011	(Int'l Class(es) 31) Fresh fruit	Status: Registered Status Date: June 28, 2022 Reg. Date: June 28, 2022
USA	Mark: SNOW DRAGONS App. No.:97244230	(Int'l Class(es) 31) Fresh dragon fruits	Status: Filed Status Date: November 10, 2022
USA	Mark: THE READY-TO-BREAK COCONUT App. No.:97370775	(Int'l Class(es) 31) Fresh coconuts	Status: Filed Status Date: November 10, 2022
USA	Mark: TIKIS Reg. No.:6654399 App. No.:88907918	(Int'l Class(es) 31) Fresh coconuts	Status: Registered Status Date: February 22, 2022 Reg. Date: February 22, 2022
Taiwan	Mark: DONUT PEACH <b>DONUT PEACH</b> Reg. No.:00832257 App. No.:086065921	(Translation) (Int'l Class(es) 31) Peaches.	Status: Registered Reg. Date: December 16, 1998

## DOMAIN NAMES

Domain Name	Expiration Date	Registrar	Owner
Friedas.com	Jan-12-2027	Network Solutions, LLC	Frieda's, Inc.
Fearnofruit.com	Jun-04-2023	Network Solutions, LLC	Frieda's, Inc.
Loveyourproducemanager.com	Apr-13-2023	Network Solutions, LLC	Frieda's, Inc.
Purplesweetpotatoes.com	Feb-11-2024	Network Solutions, LLC	Frieda's, Inc.

## SOCIAL MEDIA HANDLES

Instagram	<a href="https://www.instagram.com/friedasproduce/">https://www.instagram.com/friedasproduce/</a>
Facebook	<a href="https://www.facebook.com/FriedasBrandedProduce/">https://www.facebook.com/FriedasBrandedProduce/</a>
Pinterest	<a href="https://www.pinterest.ca/friedasproduce/">https://www.pinterest.ca/friedasproduce/</a>
YouTube	<a href="https://www.youtube.com/user/FriedasProduce">https://www.youtube.com/user/FriedasProduce</a>
LinkedIn	<a href="https://www.linkedin.com/company/friedasproduce">https://www.linkedin.com/company/friedasproduce</a>
TikTok	<a href="https://www.tiktok.com/@friedasproduce">https://www.tiktok.com/@friedasproduce</a>


## COMMON LAW

Mark	Description	Location
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29333-00002/4665684.2

**TRADEMARK**  
**REEL: 007949 FRAME: 0537**

Mark	Description	Location
 The logo for Frieda's branded products, featuring the word "frieda's" in a stylized, lowercase font with a small leaf-like graphic above the 'i', and the words "branded products" in a smaller, sans-serif font below it.	Our Mission: Inspiring, colorful, healthy, delicious eating	<a href="https://www.friedas.com/">https://www.friedas.com/</a>

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29333-00002/4665684.2

**RECORDED: 01/20/2023**

**TRADEMARK**  
**REEL: 007949 FRAME: 0538**