

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Royal Wine Corporation		07/30/2013
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BBM Chocolate Distributors, LTD.		
Street Address:	248 Flushing Ave		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11205		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4331860	SHUFRA
CORRESPONDENCE DATA			
Fax Number:	7183876282		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7185993500		
Email:	aschachter@trefflowy.com		
Correspondent Name:	Treff & Lowy PLLC, Att: Avi Schachter		
Address Line 1:	342 Bedford Avenue		
Address Line 4:	Brooklyn, NEW YORK 11249		
NAME OF SUBMITTER:	Avraham Schachter		
Signature:	/AS/		
Date:	08/01/2013		
Total Attachments: 2 source=Assignment of Trademark - Executed#page1.tif source=Assignment of Trademark - Executed#page2.tif			

OP \$40.00 4331860

ASSIGNMENT OF TRADEMARK

Date: July 30, 2013

Parties:

Seller: Royal Wine Corporation ("Seller")

Purchaser: BBM Chocolate Distributors, LTD. ("Purchaser")

RECITALS:

A. The Seller and the Purchaser are parties to an Trademark Purchase and Sale Agreement dated July 30, 2013 (the "Sale Agreement"), pursuant to which the Seller has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Seller, the trademark "SHUFRA" (the "Trademark"), which was registered on the Principal Register, Certificate Number 4,331,860 on May 7, 2013, and which the Seller has adopted and is using for certain chocolates; chocolate and chocolates; and chocolate confections.

B. As part of the Sale Agreement, the Seller has agreed to assign to the Purchaser the Trademark.

AGREEMENTS:

1. ASSIGNMENT

The Seller assigns to the Purchaser all of the Seller's right, title, and interest in and to the Trademark, including the above-identified registration of the Trademark and all goodwill associated with the Trademark. This assignment is made by the Seller to the Purchaser free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization. The Purchaser accepts this assignment.

2. EFFECT OF ASSIGNMENT

This assignment is intended to be and is an absolute sale and assignment of all right, title, and interest of the Seller in and to the Trademark. This assignment is not executed as security in any respect. From and after the date of this assignment, the Purchaser shall be the sole and lawful owner of the interest of the Seller in and to the Trademark and shall have all rights of the Seller in relation to the Trademark.

3. WARRANTY OF TITLE AND RIGHT TO CONVEY


The Seller represents and warrants that the Seller is the sole and absolute owner of the Trademark, and the Seller has good and valid right to sell and convey the Trademark to the Purchaser.

4. FUTURE ASSURANCES

The Seller shall, upon the request of the Purchaser, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Assignment.

SELLER:


Royal Wine Corporation

By: 

Its: *President*
Name: *David Herzog*

PURCHASER:

BBM Chocolate Distributors, LTD.

By: 

Name: Benzion Friedman
Its: President