# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM300752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kerry, Inc.		03/18/2014	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Zenbury International Limited		
Street Address:	Prince's Street		
City:	Tralee, County Kerry		
State/Country:	IRELAND		
Postal Code:	60089		
Entity Type:	CORPORATION: IRELAND Limited Company Ireland		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2042588	DAVINCI GOURMET	
Registration Number:	2042566	DAVINCI GOURMET	

### **CORRESPONDENCE DATA**

Fax Number:

8478087238

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone:

8478085500

Email:

sswidler@iphorgan.net

Correspondent Name:

Sean S. Swidler

Address Line 1:

195 Arlington Heights Rd., Ste #125

Address Line 4:

Buffalo Grove, ILLINOIS 60089

ATTORNEY DOCKET NUMBER:	FRK 0128 - 0129 US

#### DOMESTIC REPRESENTATIVE

Name:

Sean S. Swidler

Address Line 1:

195 Arlington Heights Rd., Ste #125

Address Line 4:

Buffalo Grove, ILLINOIS 60089

NAME OF SUBMITTER:

Sean S. Swidler

SIGNATURE:

/sss/

DATE SIGNED:

04/08/2014

TRADEMARK REEL: 005256 FRAME: 0771

OP \$65.00 204258

**Total Attachments: 1** 

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TRADEMARK REEL: 005256 FRAME: 0772

## TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, Kerry Inc., a Delaware corporation having a principal place of business at 7224 First Avenue South, Seattle, Washington 98108, herein referred to as "ASSIGNOR", hereby, transfers, assigns, and conveys to Zenbury International Limited, an Ireland limited company having a principal place of business at Prince's Street, Tralee, County Kerry, Ireland, herein after referred to as "ASSIGNEE," ASSIGNOR's entire worldwide right, title and interest in and to the United States Trademark Registration No. 2042588 for the mark DAVINCI GOURMET & Device, registered on March 11, 1997, and United States Trademark Registration No. 2042566 for the mark DAVINCI GOURMET (Plain Text), registered on March 11, 1997, all common law and international trademark rights to DAVINCI GOURMENT & Device and DAVINCI GOURMET (Plain Text) trademarks, as well as any goodwill associated with the business symbolized by the DAVINCI GOURMENT & Device and DAVINCI GOURMET (Plain Text) trademarks; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof; the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future.

ASSIGNOR hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument, free of any encumbrances and that to the best of its knowledge no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to the DAVINCI GOURMENT & Device and DAVINCI GOURMET (Plain Text) trademark.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations or renewal registrations to ASSIGNEE, its successors and/or assigns.

This TRADEMARK ASSIGNMENT AGREEMENT may be executed in one or more counterparts, each which will be deemed an original, but all of which together will constitute one in the same instrument.

ASSIGNOR and ASSIGNEE hereby grant to IPHORGAN LTD., located at 1130 Lake Cook Rd., Suite 240, Buffalo Grove, Illinois 60089, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office, the Trademark Office(s) of any foreign country or region.

ASSIGNOR: KERRY INC.

Date: March 18,2014

(Signature)

Printed Name

PRESIDENT 4 CA

Title

TRADEMARK
REEL: 005256 FRAME: 0773

**RECORDED: 04/08/2014**