## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM313713

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

| Name                               | Formerly | Execution Date | Entity Type          |
|------------------------------------|----------|----------------|----------------------|
| Italian Rose Garlic Products, Inc. |          | 08/11/2014     | CORPORATION: FLORIDA |

#### **RECEIVING PARTY DATA**

| Name:           | Arthur Conlan             |  |  |
|-----------------|---------------------------|--|--|
| Street Address: | 1380 West 15th Street     |  |  |
| City:           | Riviera Beach             |  |  |
| State/Country:  | FLORIDA                   |  |  |
| Postal Code:    | 33404                     |  |  |
| Entity Type:    | INDIVIDUAL: UNITED STATES |  |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type  | Number   | Word Mark     |
|----------------|----------|---------------|
| Serial Number: | 86158961 | FARM TO TABLE |

### CORRESPONDENCE DATA

Fax Number: 5616596313

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.

Phone: 561-653-5000 ip@akerman.com Email: **Correspondent Name:** Rachel Rudensky Address Line 1: P.O. Box 3188

Address Line 4: West Palm Beach, FLORIDA 33402-3188

| ATTORNEY DOCKET NUMBER: | 10534-8 (272437)  |  |
|-------------------------|-------------------|--|
| NAME OF SUBMITTER:      | Rachel Rudensky   |  |
| SIGNATURE:              | /Rachel Rudensky/ |  |
| DATE SIGNED:            | 08/12/2014        |  |

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 005341 FRAME: 0815

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Trademark Assignment</u>") is made and entered into by and between Italian Rose Garlic Products, Inc., a Florida corporation, having its principal place of business at 1380 West 15<sup>th</sup> Street, Riviera Beach, Florida 33404 ("<u>Assignor</u>") and Arthur Conlan, a U.S. individual, with an address of 1380 West 15<sup>th</sup> Street, Riviera Beach, Florida 33404 ("<u>Assignee</u>"). The Trademark Assignment is effective as of the date of execution by both parties (the "<u>Effective Date</u>").

#### RECITALS

- A. Assignor has adopted and owns all right, title and interest in and to the trademark set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto and all rights to sue and recover for past, present and future infringement thereof (collectively, the "Assigned Trademark");
- B. Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademark; and
- C. Assignee and Assignor desire to record the assignment set forth in this Trademark Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

#### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Assigned Trademark and all registrations and applications for registration thereof and all common law rights with respect thereto including, but not limited to, all benefits, privileges, causes of action and remedies relating to such Assigned Trademark including, without limitation, the exclusive rights to (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement thereof, (iii) grant licenses or other interests therein and (iv) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by the Assigned Trademark and all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from infringement of the Assigned Trademark.

Upon request of Assignee, Assignor shall take such further actions, and shall cause its personnel, employees and agents to take such further actions, including execution and delivery of instruments of conveyance, that Assignee may reasonably deem necessary or desirable to accomplish or evidence more fully any transfer of right, title or interest necessary to fulfill the intent of this Trademark Assignment.

Signatures to this Trademark Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as paper documents bearing the original signature. This Trademark Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment intending to be legally bound as of the Effective Date. ASSIGNOR Italian Rose Gaffid Products, Inc. Bv: Name: Arthur ' Bud' Conlan Title: Owner/Co-Founder\_\_\_\_\_ Date: 8/11/2014 STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing Trademark Assignment was acknowledged before me this 11 the day of Products, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_\_ (type of identification) as identification. NOTARY PUBLIC/STATE OF FLORIDA SETH L GISSON Notary Public - State of Florida My Comm. Expires Feb 15, 2015 Commission # EE 61888 (Print, Type or Stamp Commissioned Name of Notary Bonded Through National Notery Assis Public) STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing Trademark Assignment was acknowledged before me this 11 day of 2014, by Arthur Conlan, a U.S. individual. He/she is personally known to me or who has produced (type of identification) as identification. NOTÁRY PUBLIC, STATE OF FLORIDA

BETH L. GIBSON
Notary Public - State of Florida
Notary Public - State of Florida
Ny Commission & EE 61888
Bonded Through Kelsonal Notary Asse.

(Print, Type or Stamp Commissioned Name of Notary Public)

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## Schedule 1

# **Trademark Application**

|                  | Application<br>No. | Filing Date        |  | Applicant                        |
|------------------|--------------------|--------------------|--|----------------------------------|
| FARM TO<br>TABLE | 86/158961          | January 7,<br>2014 | Class 29: garlic-based spreads;<br>bruschetta toppings | Italian Rose<br>Garlic Products, |
|                  |                    |                    | Class 30: dipping sauce, ready-made sauces, salsa      | Inc.                             |

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**RECORDED: 08/12/2014** 

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