

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Countryside Foods, LLC		04/17/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Lipari-IK, LLC		
Street Address:	26661 Bunert Road		
City:	Warren		
State/Country:	MICHIGAN		
Postal Code:	48089		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3493627	COPPERWOOD KITCHENS	
CORRESPONDENCE DATA			
Fax Number:	2486894071		
<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:	248-689-3500		
Email:	stevens@reising.com		
Correspondent Name:	James D. Stevens		
Address Line 1:	P.O. Box 4390		
Address Line 4:	Troy, MICHIGAN 48099-4390		
ATTORNEY DOCKET NUMBER:	7663-3046-1		
NAME OF SUBMITTER:	K. Sue Wilson		
SIGNATURE:	/K. Sue Wilson/		
DATE SIGNED:	08/24/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 17, 2012 ("Effective Date") by and between Countryside Foods, LLC, a Delaware limited liability company ("Assignor") and Lipari-IK, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark registration set forth on Schedule A (the "Mark");

WHEREAS, Assignor, Assignee and certain other parties entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of April 6, 2012; and

WHEREAS, in connection with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Mark, together with the goodwill associated with the Mark and that portion of the business related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, all common law rights associated therewith, any registrations that issue from the Mark, any renewals and extensions of such registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country or multi-national registration body, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Delaware.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]**

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

COUNTRYSIDE FOODS, LLC

By: 

Name: Simon Wachsberg

Title: CEO

LIPARI-IK, LLC

By: Lipari Foods Operating Company, LLC

Its: Member

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

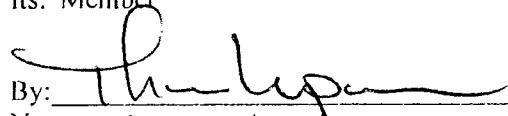
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

COUNTRYSIDE FOODS, LLC

By: _____
Name: _____
Title: _____

LIPARI-IK, LLC

By: Lipari Foods Operating Company, LLC
Its: Member

By: 
Name: Thomas Lipari
Title: President

**SCHEDULE A TO
TRADEMARK ASSIGNMENT**

Trademark	Serial No. Filing Date	Registration No./ Issue Date	Record Owner
COPPERWOOD KITCHENS	77/235,668 7-23-2007	3,493,627 8-26-2008	Countryside Foods, LLC