

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360758

<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>
Robert benjamin		05/04/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	H&H NY Original Bagels, Inc.		
<b>Street Address:</b>	4000 Towerside Terrace #2306		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33138		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75166204	H&H BAGELS	
<b>Serial Number:</b>	74125813	H&H BAGELS LIKE NO OTHER BAGEL IN THE WO	
<b>Serial Number:</b>	75166202	H&H	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2016709650		
<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>			
<b>Phone:</b>	2016709600		
<b>Email:</b>	DBF@JJF-LAW.COM		
<b>Correspondent Name:</b>	DAVID M. FRIEDRICH, LLC		
<b>Address Line 1:</b>	203 GODWIN AVENUE		
<b>Address Line 4:</b>	RIDGEWOOD, UNITED STATES 07450		
<b>NAME OF SUBMITTER:</b>	David Friedrich		
<b>SIGNATURE:</b>	/dbf/		
<b>DATE SIGNED:</b>	11/02/2015		
<b>Total Attachments: 4</b>			
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OP \$90.00 75166204

## TRADEMARK ASSIGNMENT

THIS AGREEMENT is entered into freely by and between Robert Benjamin ("Assignor") and H&H NY Original Bagels, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows:

1. Registered trademark for "H&H Bagels" (Serial No. 75166204).
2. Registered trademark for "H&H Bagels Like Know Other Bagel in the World" (Serial No. 74125813).
3. Registered trademark for "H&H" (Serial No. 75166202).

WHEREAS, Assignor which has acquired the entire rights, title and interest in the trademark in perpetuity:

NOW, the parties re-establish:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights (in and to the Trademark).

2. Consideration. In consideration for the Assignments set forth in Section 1, Assignor shall pay Assignee the sum of \$10.00 and other good and valuable consideration.

3. Attorney's Fees. Should either party hereto or any error, personal representatives, successor or assign of either party hereto, resort to litigation and enforce this Agreement the party revealing in such litigation shall be entitled, in addition to such

relief as may be granted, to recover its or their reasonable attorney's fees and costs. In such litigation, the party against who enforce it was sought.


4. Entire Agreement. This Agreement, contains the entire understanding Agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporariness written or oral agreement, representatives and warranties between them respecting the subject matter hereof. There are no amendments, exhibits or additional terms.

5. Amendment. The Agreement may be amended only by written agreement the parties which explicatedly adjoins itself to this Agreement.

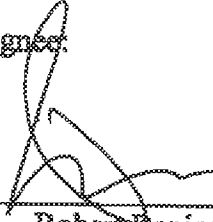
6. Severability. If any term, provision, covenant or condition of this Agreement or the application thereto any person, place or circumstance, shall be held by a Court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such terms, provisions, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement in Form of Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any document that may be reasonably necessary to counteract of the provisions of this Agreement, not governing law. This Agreement shall be construed in accordance with an all actions arisen hereunder, shall be governed by the Laws of the State of New Jersey and any dispute hereunder shall heard in the Superior Court of New Jersey, Bergen County.


Assignor:

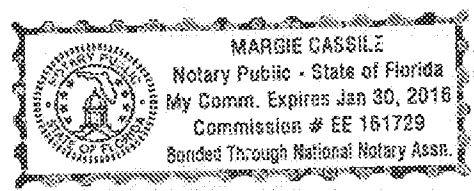
By:   
H&H NY Original Bagels, Inc.  
as Pres.

Assignee:

By:   
Robert Benjamin

Sworn and subscribed to before me  
this 4<sup>th</sup> day of May, 2015

  
Notary Public



SCHEDULE A

1. Registered trademark for "H&H Bagels" (Serial No. 75166204).
2. Registered trademark for "H&H Bagels Like Know Other Bagel in the World" (Serial No. 74125813).
3. Registered trademark for "H&H" (Serial No. 75166202).