

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379163


SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cornelia Florea		04/02/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Jozsef Palasti		
Street Address:	21 Szegfu		
City:	Kunszallas		
State/Country:	HUNGARY		
Postal Code:	6115		
Entity Type:	INDIVIDUAL: HUNGARY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85256853	FORNETTI	
CORRESPONDENCE DATA			
Fax Number:	2393049138		
<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:	2399616219		
Email:	korencsik@aol.com		
Correspondent Name:	Monika Korencsik		
Address Line 1:	4343 Tamiami Trail North		
Address Line 4:	Naples, FLORIDA 34103		
DOMESTIC REPRESENTATIVE			
Name:	Monika Korencsik		
Address Line 1:	4343 Tamiami Trail North		
Address Line 4:	Naples, FLORIDA 34103		
NAME OF SUBMITTER:	Monika Korencsik		
SIGNATURE:	/Monika Korencsik/		
DATE SIGNED:	04/04/2016		
Total Attachments: 9			
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TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT (hereinafter the "Agreement") is made as of this 2nd day of April, 2016 (the "Effective Date") by and between Cornelia Florea, an individual with a principal place of business at 1400 Bridle Path Drive, Lawrenceville, Georgia 30045 ("Assignor") and József Palásti, an individual residing at 6115 Kunszállás, Szegfű u. 21., Hungary ("Assignee").

WHEREAS, Assignor is the owner of rights in the trademark  and the record owner of U.S. Trademark Registration No. 4,478,430 for "pastry, sandwiches, bread" and common law rights in and to the mark and name FORNETTI (collectively hereinafter the "Trademark"); and

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of assigning Assignor's right, title and interest in and to the Trademark together with the associated goodwill.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- Assignment of Trademark.** Assignor does hereby sell, convey, assign, transfer and set over to Assignee all right, title and interest in, to and under said Trademark and registration, together with any and all related common law rights and goodwill of the business symbolized by the Trademark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made (the "Assignment"). The rights assigned in this Assignment are hereby transferred free and clear of any and all mortgages, pledges, charges, security interests, liens, encumbrances or rights or claims of others, of any nature whatsoever. Assignor and Assignee shall execute the assignment documents attached hereto as Exhibit A (the "Trademark Assignment") to commemorate all of the terms of the Agreement, along with all other documents requested by Assignee to fulfill the purposes of this Agreement.
- Indemnification.** Assignor agrees to indemnify, defend and hold Assignee and its affiliates and their respective directors, officers, employees, agents, successors and assigns harmless from and against any and all losses, costs, damages, claims, liens or other expenses arising from or connected with Assignor's use and/or registration of the Trademark and the Assignment set forth herein including, but not limited to, any act of Assignor with respect to the Trademark and/or use by others with the permission or assistance of Assignor.
- No Liabilities Assumed.** Notwithstanding anything in this Agreement to the contrary, neither Assignee nor any of its affiliates shall assume, and in no event shall be deemed to have assumed, any debt, claim, obligation, or other liability of Assignor or any of Assignor's affiliates whatsoever.

4. **Consideration for Assignment.** As consideration for the assignment of rights by Assignor, Assignee agrees to pay to Assignor the amount of TWENTY THREE THOUSAND SEVEN HUNDRED AND FIFTY U.S. DOLLARS (USD\$23,750.00), which is payable by Assignee to Assignor by cashier's or certified check upon execution of this Trademark Assignment and all documents required by this Agreement and delivery thereof to Assignee. Assignor herewith acknowledges full payment of the amount set out in this paragraph. Title to the Trademark and related goodwill irrevocably pass to Assignee on the date hereof.

5. **Additional Payment.** Assignee agrees to pay to Assignor the additional amount of TWENTY THREE THOUSAND SEVEN HUNDRED AND FIFTY U.S. DOLLARS (USD\$23,750.00) within 30 days following the date when the United States Patent and Trademark Office has recorded the Trademark Assignment.

6. **Covenant Not to File or Use the Trademark.** Assignor agrees that it shall not use or seek to register the Trademark or variations thereof, or assist any third party in using or seeking to register the Trademark. Assignor agrees that it shall not interfere with Assignee's use or registration of the Trademark or assist any third party in doing so. Assignor covenants not to sue Assignee regarding the Trademark or any other matter, other than for the payments described herein.

7. **Assignment.** The rights and obligations under this Agreement are freely assignable by Assignee.

8. **Costs and Fees.** Each party will bear its own costs and attorneys fees with respect to all matters in connection with this Agreement.

9. **Specific Undertakings of the Assignor.** Assignor agrees that she will not: (a) challenge or attack Assignee's rights in and to the Trademark, (b) challenge or attack the validity of this Agreement, (c) take or fail to take any action which, by the taking or failure to take such action, has a result of impairing such rights of Assignee, (d) seek to register the Trademark, or any marks which are similar thereto, or assist any third party in doing so, anywhere in the world, or (e) do anything else inconsistent with the rights of Assignee.

10. **Specific Undertakings of the Assignee.** On the condition there is no breach by Assignor of any provision of this Agreement Assignee agrees that he will not initiate any infringement action or lawsuit against the Assignor on the grounds that Assignor registered the Trademark with the United States Patent and Trademark Office.

11. **Representations and Warranties.** Assignor hereto represents and warrants that:

(a) Assignor has full power and authority to own and use the Trademark, and has full power and authority to enter into this Agreement and undertake the obligations set forth hereunder and that all signatures affixed to the Agreement and any ancillary documents are duly authorized and no consent of any other person is required for the valid assignment of the Trademark by Assignor;

(b) Assignor is the owner of record of the Trademark free and clear of the rights or interests of others, and the Trademark is registered and in full force and effect and in good standing;

(c) Assignor has complied with any and all laws, statutes, ordinances, codes, rules and regulations applicable to the ownership, use, registrability and licensing of the Trademark;

(d) Other than the Trademark being assigned hereunder, Assignor does not own any domain names, assumed names, corporate names, trade names, trademark or service mark registrations or applications, or any other rights in any jurisdiction for the designation FORNETTI, or any variation thereof and is unaware of any third party with such rights in the United States of America;

(e) Assignor has no claims, received no notice of and has no knowledge of: (i) any pending infringement actions against the Trademark, (ii) any grounds for a claim of infringement or any threatened infringement actions relating to the use of the Trademark, (iii) any infringements of the Trademark by others, (iv) any third parties using the mark or name FORNETTI in the United States, (v) any challenges to the validity, ownership, use, enforceability, registrability and/or licensing of the Trademark, or (vi) any rights of others in or to the Trademark.

(f) Assignor owns title to the Trademark free and clear of any mortgages, pledges, charges, security interests, liens, encumbrances or rights or claims of others, of any nature whatsoever; and

(g) Assignor has not granted to any other individual or entity rights to use and enjoy the Trademark or any portion or variation thereof.

12. **Construction.** As applicable, this Agreement shall be construed and interpreted in accordance with the Lanham Act (15 U.S.C. §1051 et seq.) and/or, as applicable, the laws of the state of New York. This Agreement constitutes the entire agreement between the parties hereto, and it supersedes any prior agreements, covenants, conditions or limitations of this Agreement that are not expressly stated herein. Furthermore, the parties hereto agree that this Agreement may not be amended or changed in any way except by written instrument signed by each of the parties hereto.

13. **Recitals and Headings.** The recitals set forth above shall be deemed to be incorporated within this Agreement as if fully set forth herein, and this Agreement shall be interpreted in light of such recitals; however, the captions and headings contained herein are for convenient reference only and are not part hereof.

14. **Notices.** Any notices required or permitted under the terms of this Agreement must be given in writing by overnight mail courier to the party to be notified at the address stated below or at such other address as is furnished in writing to the notifying party:

Assignor: Cornelia Florea
 1400 Bridle Path Drive
 Lawrenceville, Georgia 30045

Assignee: József Palásti
 Sándor Szegedi Szent-Ivány Komáromi Eversheds
 H-1026 Budapest, Pasaréti út 59., Hungary

15. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, unlawful or unenforceable provision by its severance herefrom.

16. **Relationship of the Parties.** Nothing contained herein shall be deemed or construed to constitute either party hereto the agent of the other party hereto or to create a partnership or joint venture between the parties hereto.

17. **Waiver.** None of the terms of this Agreement may be waived except by an express agreement in writing signed by the party against whom enforcement of such waiver is sought. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

19. **Further Assurances.** The parties agree to execute such further instruments and take such further action as may be reasonably required to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.

20. **Amendments.** No amendments, modifications or supplements to this Agreement shall be binding unless in writing and signed by both parties.

21. **Entire Agreement.** This Agreement, including the exhibits and attachments hereto, each of which are hereby incorporated by reference herein, constitute the entire agreement between the parties and set forth the entire terms and conditions under which this Agreement will be performed. There are no other agreements, oral or written, with respect to the subject matter of this Agreement, and all oral and written correspondence relating to the subject matter hereof are superseded by this Agreement.

22. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

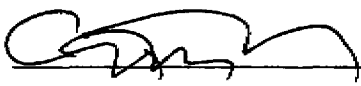
23. **Release.** Assignor does hereby, on behalf of herself, Assignor's heirs, representatives, attorneys, executors, successors, administrators, and assigns, knowingly and voluntarily forever discharges and releases Assignee, his respective officers, directors, employees, agents, attorneys, representatives, and their respective predecessors, successors and assigns, and all persons acting under, by, through, or in concert with any of them, and each of them from any and all actions, grievances, obligations, costs, expenses, losses, suits, debts, claims, demands, liabilities, obligations, rights, damages, causes of action, and benefits, of whatever character, in law or in

equity, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, matured or unmatured, of any kind or nature whatsoever, based on any act, omission or event in connection with the assignment of the Trademark hereunder to Assignee, including, but not limited to, any claims or causes of action arising out of or in any way relating to the closing down of Assignor's business carried out under the brand represented in any way by the Trademark.

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Assignment on the dates set forth below.

ASSIGNOR:

CORNELIA FLOREA

By:  _____

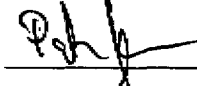
Name: _____

Title: _____

Date: 4/02/2016

ASSIGNEE:

JÓZSEF PALÁSTI

By:  _____

Name: _____

Title: _____

Date: 6/02/2016

[NOTARY BLOCK TO BE ADDED]

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd day of April, 2016, by Cornelia Florea, [] who is personally known to me, or [X] who produced Georgia driver's license as identification.

[notary seal]




NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd day of April, 2016, by József Palásti, [] who is personally known to me, or [X] who produced Hungarian passport as identification.

[notary seal]




NOTARY PUBLIC

EXHIBIT A
TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the 2nd day of April, 2016 (“Effective Date”), by and between Cornelia Florea, an individual with a principal place of business at 1400 Bridle Path Drive, Lawrenceville, Georgia 30045 (“Assignor”) and József Palásti, an individual residing at 6115 Kunszállás, Szegfű u. 21., Hungary (“Assignee”).

WHEREAS, Assignor is the record owner of the trademark



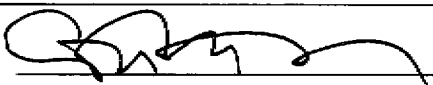
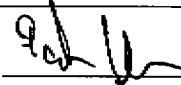
for “pastry, sandwiches, bread” in Class 30, Trademark Registration No. 4,478,430 and owns common law rights in and to the mark and FORNETTI (collectively hereinafter the “Trademark”), and related goodwill; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in, to and under said Trademark and registration, and related goodwill.

NOW, THEREFORE, pursuant to that certain Trademark Purchase and Assignment Agreement dated April 2, 2016 between Assignor and Assignee, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee all right, title and interest in, to and under said Trademark and registration, together with any and all related common law rights and goodwill of the business symbolized by the Trademark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made (“Assignment”). The rights assigned in this Assignment are hereby transferred free and clear of all mortgages, pledges, charges, security interests, liens, encumbrances, or rights or claims of others, of any nature whatsoever.

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first written above.

ASSIGNOR:	ASSIGNEE:
CORNELIA FLOREA	JÓZSEF PALÁSTI

By: 	By: 
Name: _____	Name: _____
Title: _____	Title: _____
Date: 4/02/2016	Date: 4/02/2016

[NOTARY BLOCK TO BE ADDED]

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd day of April, 2016, by Cornelia Florea, [] who is personally known to me, or [X] who produced Georgia driver's license as identification.

[notary seal]





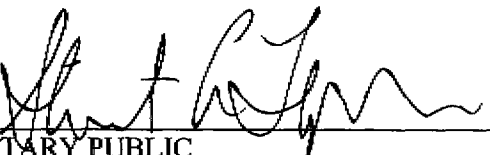
NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd day of April, 2016, by József Palásti, [] who is personally known to me, or [X] who produced Hungarian passport as identification.

[notary seal]





NOTARY PUBLIC