

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florio Food Corp.		04/30/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Florio Food Corp.		
Street Address:	200 West Summer Avenue		
City:	Kenilworth		
State/Country:	NEW JERSEY		
Postal Code:	07033		
Entity Type:	Corporation: NEW YORK		
Name:	Vivi Foods LLC		
Street Address:	75 Wyandanch Avenue		
City:	Wyandanch		
State/Country:	NEW YORK		
Postal Code:	11798		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3807573	SWEET SOFIA'S BAKERY	
Registration Number:	3751346	THE CANNOLI FACTORY	
Serial Number:	86925698	WHITE EAGLE BAKERY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mgrieco@olshanlaw.com		
Correspondent Name:	Mary L. Grieco		
Address Line 1:	1325 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Mary L. Grieco		
SIGNATURE:	/marylgrieco/		

CH \$90.00 3807573

DATE SIGNED:	06/27/2016
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is effective as of April 30, 2016 and is between Florio Food Corp., a New York corporation, located at 200 West Sumner Avenue, Kenilworth, NJ 07033 (the “Assignor”) and Vivi Foods LLC, a New York limited liability company, located at 75 Wyandanch Avenue, Wyandanch, New York 11798 (the “Assignee”).

WHEREAS, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the “Marks”);

WHEREAS, in connection with the execution of that Unit Purchase Agreement, dated as of May 16, 2016, by and among the Assignor and the other parties thereto (the “Agreement”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of Assignor’s right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor’s business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

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

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

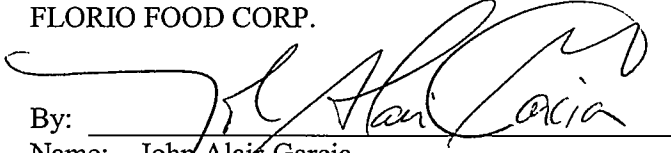
8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

FLORIO FOOD CORP.

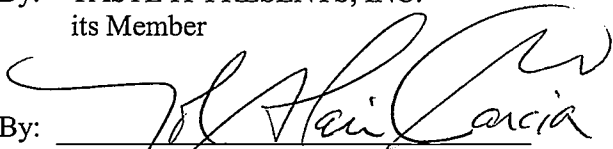
By: 
Name: John Alair-Garcia
Title: President

ASSIGNEE:

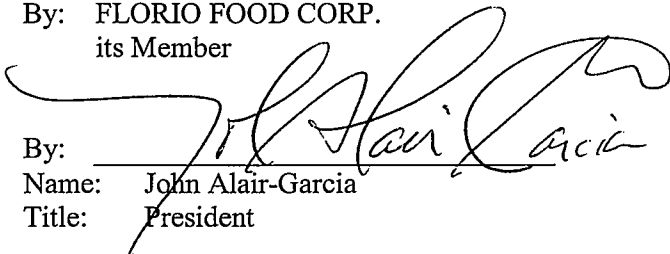
VIVI FOODS LLC

By: INDULGE DESSERTS HOLDINGS, LLC
its Sole Member

By: TASTE IT PRESENTS, INC.
its Member

By: 
Name: John Alair-Garcia
Title: President

By: FLORIO FOOD CORP.
its Member

By: 
Name: John Alair-Garcia
Title: President

Schedule A

Trademark Registrations

Trademark	Application Number (Application Date)	Registration Number (Registration Date)
SWEET SOFIA'S BAKERY	77419932 (3/12/08)	3807573 (6/22/10)
THE CANNOLI FACTORY	77664295 (2/05/09)	3751346 (2/23/10)
WHITE EAGLE BAKERY	86925698 (3/02/16)	--