

02/23/2017



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SHEET 1 OF 1  
FEB 23 2017

To the Director of the U. S. Pa...

attached documents or the new address(es) below.

1. Name of conveying party(ies):

Corey Brothers, Inc.

- Individual(s)
- Partnership
- Corporation- State: West Virginia
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 9, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: RODACO Enterprises LLC

Street Address: 1427 Sweetbrier Road

City: Charleston

State: West Virginia

Country: USA Zip: 25314

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship West Virginia

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

2019238; 2030036; 2019237; 2031981

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

THE PRODUCE CORNER; THE PRODUCE CORNER WITH BOB COREY; The Produce Corner (Stylized/Design); The Produce Corner with Bob Corey (Stylized/Design)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paul G. Papadopoulos

Internal Address: Spilman, Thomas & Battle, PLLC

Street Address: 300 Kanawha Boulevard, East

City: Charleston

State: WV Zip: 25301

Phone Number: 304-720-3409

Docket Number: \_\_\_\_\_

Email Address: ppapadopoulos@spilmanlaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/23/2017 DTIMBERL 00000006 503790 2019238

Deposit Account Number 01 FC:8321 75-0000 90

Authorized User Name William P. Smith

9. Signature:

Signature

Paul G. Papadopoulos, Attorney

Name of Person Signing

February 15, 2017  
Date

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005993 FRAME: 0993

**Exhibit A**

**Assigned Marks**

<b>Mark</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Jurisdiction</b>
THE PRODUCE CORNER	Registered	2,019,238	United States
THE PRODUCE CORNER WITH BOB COREY	Registered	2,030,036	United States
The Produce Corner (Stylized/Design)	Registered	2,019,237	United States
The Produce Corner with Bob Corey (Stylized/Design)	Registered	2,031,981	United States

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (“Assignment”) dated as of February 9, 2017, is made by and between **COREY BROTHERS, INC.**, a West Virginia corporation (“Assignor”) and **RODACO ENTERPRISES LLC**, a West Virginia limited liability company (“Assignee”).

**WHEREAS**, Assignor is the owner of the trademarks set forth on Exhibit A and incorporated by reference herein, which applications have been filed, registered and renewed with the United States Patent and Trademark Office (the “Assigned\_Marks”); and

**WHEREAS**, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Marks together with the goodwill of Assignor’s business symbolized by the Assigned Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby transfer, assign, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the Assigned Marks together with (i) the goodwill of the Assignor’s business symbolized by the Assigned Marks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Assigned Marks.

2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record ownership of the following U.S. Trademark Reg. Nos. as the property of Assignee: 2,019,238; 2,030,036; 2,019,237 and 2,031,981:

3. Further Action. Assignor and Assignee agree that they shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.

4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

*[Signature Page Follows]*


IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

**ASSIGNOR:**

**COREY BROTHERS, INC.**

By: 

Name: Robert D. Corey

Title: ~~President~~ **CEO** 

**ASSIGNEE:**

**RODACO ENTERPRISES LLC**

By: 

Name: Robert D. Corey

Title: Member