

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FoodServiceWarehouse.com, LLC		12/22/2016	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	PRIDE Centric Resources, Inc.		
Street Address:	826 FOCIS STREET		
City:	METAIRIE		
State/Country:	LOUISIANA		
Postal Code:	70005		
Entity Type:	Corporation: LOUISIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86440162	PINCH	
Registration Number:	4835813	FSW	
Registration Number:	4531767	FOODSERVICEWAREHOUSE.COM	
Registration Number:	4399494	FSW	
Registration Number:	3564260	FSW FOOD SERVICE WAREHOUSE	
CORRESPONDENCE DATA			
Fax Number:	6784068812		
<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:	504-566-86074		
Email:	bjanke@bakerdonelson.com, tdavis@bakerdonelson.com		
Correspondent Name:	Benjamin W. Janke		
Address Line 1:	201 St. Charles Ave.		
Address Line 2:	Suite 3600		
Address Line 4:	New Orleans, LOUISIANA 70170		
NAME OF SUBMITTER:	Benjamin W. Janke		
SIGNATURE:	/Benjamin W. Janke/		
DATE SIGNED:	04/21/2017		
Total Attachments: 6			

OP \$140.00 86440162

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TRADEMARK AND GOODWILL ASSIGNMENT AGREEMENT

This Trademark and Goodwill Assignment Agreement ("Agreement") is made and entered into as of December 22, 2016 (the "Effective Date") by and between PRIDE Centric Resources, Inc., a Louisiana corporation ("Buyer"), and Ronald J. Hof, solely in his capacity as Chapter 7 Trustee for the Bankruptcy Estate of FoodServiceWarehouse.com, LLC, Case No. 16-11179, United States Bankruptcy Court, Eastern District of Louisiana ("Seller"). The Seller and the Buyer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, pursuant to the Binding Offer to Purchase Certain Assets of FoodServiceWarehouse.com (the "Letter Agreement") dated December 20, 2016, between the Seller and the Buyer, as amended, modified or supplemented from time to time (the "Letter Agreement"), the Seller has agreed to sell to the Buyer those Assets defined in the Letter Agreement, which includes *inter alia* the tradenames, trademarks, service marks (whether registered, applied for, or used under common law), including the Goodwill, and all rights and proceeds associated therewith, all as more fully described in Exhibit "A" hereto (the "Trademarks");

WHEREAS, pursuant to that certain *Order Granting Motion for Authority to Sell Intellectual Property Free and Clear of Liens and Interests to Pride Centric Resources, Inc.*, dated December 22, 2016, [R. Doc. No. 372], in *In re FoodServiceWarehouse.com, LLC*, Bankr. E.D. La. Case No. 16-11179 (the "Sale Order"), the Seller is authorized to sell the Assets, including the Trademarks, to Buyer free and clear of all liens and encumbrances, all as more fully stated in the Sale Order, according to the terms set forth in the Letter Agreement; and

WHEREAS, the Seller is the sole and rightful owner of the Trademarks; and

WHEREAS, the Buyer desires to purchase or acquire the Seller's right, title, and interest in and to the Trademarks; and

WHEREAS, pursuant to the Letter Agreement, the Buyer has agreed to purchase the Trademarks from the Seller, and the Seller has agreed to assign the Trademarks of the Buyer; and

WHEREAS, pursuant to that certain Bill of Sale and Assignment Agreement, made and entered as of December 22, 2016 (the "Bill of Sale and Assignment Agreement"), the Seller did convey to the Buyer the Asserts; and

WHEREAS, the Parties hereto wish to enter into this Agreement for the purpose of causing the transfer of ownership and assignment of the Trademarks from the Seller to the Buyer.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 Assignment and Sale. Effective as of the Effective Date, the Seller does hereby sell, assign, transfer and set over to Buyer all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Seller's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

The Seller authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Buyer as recipient of Sellers entire right, title and interest therein.

Seller further agrees to upon the request and at the expense of Buyer: (a) cooperate with Buyer in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Buyer lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

Section 2 Further Assurances. Subject to the terms and conditions of the Letter Agreement, each of the Parties will use their best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective the transfer of the Trademarks hereunder, including without limitation the filing of assignments with the United States Patent and Trademark Office and other applicable federal or state governmental agencies, or the taking of other actions necessary or advisable, to transfer all registered Trademarks to Buyer's name, including without limitation those set forth in any exhibit or schedule hereto, and to provide whatever information or documentation is requested by Buyer with respect to the Trademarks.. From time to time after the date hereof, Seller will execute and deliver such instruments and documents to Buyer as Buyer may reasonably request in order to more effectively vest in Buyer good title to the Trademarks.

Section 3 Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana without regard to its principles of conflicts of laws.

Section 4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures on this Agreement shall be as effective as original signatures on this Agreement.

Section 5 Amendments. This Agreement may not be amended without the express written consent of both Parties.

[SIGNATURE PAGE TO FOLLOW]

**[SIGNATURE PAGE TO TRADEMARK AND GOODWILL ASSIGNMENT
AGREEMENT BETWEEN PRIDE CENTRIC RESOURCES, INC. AND
RONALD J. HOF, SOLELY IN HIS CAPACITY AS CHAPTER 7 TRUSTEE FOR THE
BANKRUPTCY ESTATE OF FOODSERVICEWAREHOUSE.COM, LLC.,
CASE NO. 16-11179, UNITED STATES BANKRUPTCY COURT,
EASTERN DISTRICT OF LOUISIANA DATED DECEMBER 22, 2016**

IN WITNESS WHEREOF, the Parties have caused this Trademark and Goodwill Assignment to be executed and delivered and to be effective as of the Effective Date.

BUYER:

PRIDE Centric Resources, Inc.

By: 

Name: Karin Sugarman

Title: Chief Executive Officer

SELLER:

Ronald J. Hof, solely in his capacity as
Chapter 7 trustee for the bankruptcy estate
of FoodServiceWarehouse.com, LLC, Case No 16-11179,
United States Bankruptcy Court for the
Eastern District of Louisiana

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By: 

Name: Karin Sugarman

Title: Chief Executive Officer

SELLER:

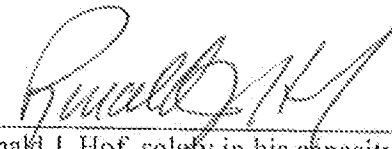

Ronald J. Hof, solely in his capacity as
Chapter 7 trustee for the bankruptcy estate
of FoodServiceWarehouse.com, LLC, Case No 16-11179,
United States Bankruptcy Court for the
Eastern District of Louisiana

EXHIBIT A

Trademarks:

FSW
FoodServiceWarehouse
FoodServiceWarehouse.com
Pinch
FSW Food Service Warehouse

<u>Mark</u>	<u>Application Serial No.</u>	<u>Registration No.</u>
PINCH	86/440,162	
FSW	86/551,690	4,835,813
FOODSERVICEWAREHOUSE.COM	85/833,981	4,531,767
FSW	85/833,962	4,399,494
FSW FOOD SERVICE WAREHOUSE	77/495,651	3,564,260