

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Great Atlantic & Pacific Tea Company, Inc.		04/20/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Best Cellars Trademark LLC		
Street Address:	15 Ashlyn Road		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2133522	SMOOTH	
Registration Number:	2154639		
Registration Number:	2156235		
Registration Number:	2156236	B	
Registration Number:	2156289		
Registration Number:	2156290		
Registration Number:	2258387		
Registration Number:	2260200		
Registration Number:	2263938		
Registration Number:	2422415	BEST CELLARS	
Registration Number:	3032255	GREAT WINES FOR EVERY DAY	
Registration Number:	3032256	SOFT	
Registration Number:	3050162	JUICY	
Registration Number:	3119390	FRESH	
Registration Number:	3119391	FIZZY	
Registration Number:	3191120	BIG	
Registration Number:	3350671		
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 2133522

Fax Number: 9737442227

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.

Phone: 973-744-5150

Email: mnovick@mitchellnovick.com

Correspondent Name: Mitchell P. Novick, Esq.

Address Line 1: 623 Eagle Rock Avenue

Address Line 2: Suite 407

Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Mitchell P. Novick, Esq.
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SIGNATURE:	/mitchell p. novick/
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DATE SIGNED:	04/24/2017
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of April 20, 2017, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("Assignor") and Best Cellars Trademark LLC, a New Jersey limited liability company ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the IP Asset Purchase Agreement dated April 20, 2017 by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all Liens, all of its right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, Litigations, whether known or unknown, past, present, or future, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute

and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

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

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

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SCHEDULE A

MARKS

TRADEMARK	COUNTRY	SERIAL/APP NO.
BEST CELLARS	USA	Ser. No. 75058148 Reg. No. 2422415
JUICY	USA	Ser. No. 78538852 Reg. No. 3050162
FRESH	USA	Ser. No. 78538848 Reg. No. 3119390
SOFT	USA	Ser. No. 78/538856 Reg. No. 3032256
SMOOTH	USA	Ser. No. 75/182645 Reg. No. 2133522
BIG	USA	Ser. No. 78/538845 Reg. No. 3191120
GREAT WINES FOR EVERY DAY	USA	Ser. No. 78/538850 Reg. No. 3032255
FIZZY	USA	Ser. No. 78/538858 Reg. No. 3119391
B Design	USA	Ser. No. 75/182649 Reg. No. 2156236
Bubble Icon	USA	Ser. No. 75/182643 Reg. No. 2154639
Cherry Icon	USA	Ser. No. 75/182602 Reg. No. 2263938
Citrus Icon	USA	Ser. No. 75/182604 Reg. No. 2260200

Cloud Icon	USA	Ser. No. 75/193043 Reg. No. 2156290
Crescent Icon	USA	Ser. No. 75/193041 Reg. No. 2156289
Lip Icon	USA	Ser. No. 76/661658 Reg. No. 3350671
Lollipop Icon	USA	Ser. No. 75/182603 Reg. No. 2156235
Sun Icon	USA	Ser. No. 75/182600 Reg. No. 2258387
Best Cellar Design Marks (Eight Logos)	Japan	App. No. 2009-088274 Reg. No. 5323588
Best Cellars (in Katakana) with B Logo	Japan	App. No. 2009-088273 Reg. No. 5355387
Best Cellars and Design	Japan	App. No. 2009-088272 Reg. No. 5355386