

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM450714

| | | | |
|---|--|-------------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Italian Rose Garlic Products, Inc. | | 11/09/2017 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Italian Rose Garlic Products LLC | | |
| Street Address: | 127 Public Square, Suite 5100 | | |
| Internal Address: | c/o Blue Point Capital Partners | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44114 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87435292 | ITALIAN ROSE | |
| Registration Number: | 5294155 | ITALIAN ROSE | |
| Serial Number: | 86304250 | TABLA FRESCA | |
| Serial Number: | 87129181 | ITALIAN ROSE GOURMET PRODUCTS | |
| Registration Number: | 3522022 | SPORTSMAN'S GOLD | |
| Registration Number: | 4300148 | ITALIAN ROSE | |
| Registration Number: | 4498577 | PARTY CRASHERS | |
| Registration Number: | 4741102 | CUCINA FRESCA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2166960740 | | |
| <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: | 216-861-7184 | | |
| Email: | bbulson@bakerlaw.com | | |
| Correspondent Name: | Brian A. Bulson, Baker & Hostetler LLP | | |
| Address Line 1: | 127 Public Square | | |
| Address Line 2: | Key Tower, Suite 2000 | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |

CH \$215.00 87435292

| | |
|--|-------------------|
| NAME OF SUBMITTER: | Brian A. Bulson |
| SIGNATURE: | /Brian A. Bulson/ |
| DATE SIGNED: | 11/13/2017 |
| Total Attachments: 7 source=Italian Rose - IP Assignment#page1.tif source=Italian Rose - IP Assignment#page2.tif source=Italian Rose - IP Assignment#page3.tif source=Italian Rose - IP Assignment#page4.tif source=Italian Rose - IP Assignment#page5.tif source=Italian Rose - IP Assignment#page6.tif source=Italian Rose - IP Assignment#page7.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is made and entered into as of November 9, 2017, between Italian Rose Garlic Products, Inc., a Florida corporation (the "Assignor") and Italian Rose Garlic Products LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to sell and assign to Assignee, among other assets, certain Intellectual Property Assets and certain Intellectual Property Licenses (together, the "Seller Intellectual Property"), and have agreed to execute and deliver this IP Assignment for recording with the applicable government agencies in applicable jurisdictions; and

WHEREAS, the parties hereto desire to execute this IP Assignment to evidence the assignment by Assignor, and the assumption by Assignee, of the Seller Intellectual Property.

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

1. Assignment. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to: (a) the Seller Intellectual Property, including the Seller Intellectual Property set forth on **Exhibit A** attached hereto and made a part hereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the Seller Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Seller Intellectual Property; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Seller Intellectual Property; (e) any and all claims and causes of action with respect to any of the Seller Intellectual Property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and (f) the marks in U.S. Trademark Application No. 87129181 and U.S. Trademark Application No. 86304250, together with the goodwill of the business symbolized by those trademarks, which such applications are being assigned as part of the entire business or portion thereof to which the marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions (including the U.S. Patent and Trademark Office and the United States Library of Congress) to record and register this IP Assignment upon request by Assignee. Following the date hereof, from time to time after the execution of this IP Assignment, Assignor shall take such steps and actions and execute and deliver to Assignee such other instruments of conveyance and transfer and such other documents as Assignee may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Assignee and to put Assignee in possession of the Seller Intellectual Property and each part thereof.

3. Purchase Agreement. This IP Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference and nothing herein shall be deemed

to modify, diminish or limit the representations, warranties, covenants, indemnification obligations or any other rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern and control.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this IP 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 Laws of any jurisdiction other than the State of Delaware.

6. Counterparts; Facsimile or Electronically Transmitted Signatures. This IP Assignment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This IP Assignment, to the extent signed and delivered by means of E-mail, a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

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

ASSIGNOR:

ITALIAN ROSE GARLIC PRODUCTS, INC.

By: 

Name: Kenneth J. Berger

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

ASSIGNEE:

ITALIAN ROSE GARLIC PRODUCTS LLC

By: 

Name: Jonathan Pressnell

Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006203 FRAME: 0721

EXHIBIT A

Intellectual Property

Trademarks:

| Mark | Status | Class | Class 2 | Serial No | Filing Date | Reg No | Reg Date | Owner Name | Desc | Due Date |
|-------------------------|---------------------|--------|---------|-----------|-------------|---------|------------|---|--|------------|
| ITALIAN ROSE AND DESIGN | Pending Application | 030 | | 87435292 | 5/3/2017 | | mm/dd/yyyy | Italian Rose Garlic Products, Inc. (FL Corp.) | Status Check for Examination | 10/3/2017 |
| ITALIAN ROSE AND DESIGN | Registered | 029 | | 87128919 | 8/5/2016 | 5294155 | 9/26/2017 | Italian Rose Garlic Products, Inc. (FL Corp.) | Status Check for Issue of Registration | 10/11/2017 |
| TABLA FRESCA | Pending Application | 029 | 030 | 86304250 | 6/9/2014 | | mm/dd/yyyy | Italian Rose Garlic Products, Inc. (FL Corp.) | Status Check re: 856/6630 Resp. to Susp. Inquiry | 10/20/2017 |
| ITALIAN ROSE GOURMET | Pending Application | 029 | 030 | 87129181 | 8/5/2016 | | mm/dd/yyyy | Italian Rose Garlic Products, Inc. (FL Corp.) | NOA - SOU/2nd EXT Due | 2/21/2018 |
| PRODUCTS AND DESIGN | | | | | | | | | | |
| SPORTSMAN'S GOLD | Registered | 030 | | 77271019 | 9/4/2007 | 3522022 | 10/21/2008 | Italian Rose Garlic Products, Inc. (FL Corp.) | Renewal Due | 10/21/2018 |
| ITALIAN ROSE | Registered | IC 029 | IC 0 | 85514778 | 1/12/2012 | 4300148 | 3/12/2013 | Italian Rose Garlic Products, Inc. (FL Corp.) | 8&15 (6th yr) Due | 3/12/2019 |
| PARTY CRASHERS | Registered | 029 | 030 | 85520265 | 1/19/2012 | 4498577 | 3/18/2014 | Italian Rose Garlic Products Inc. (FL Corp.) | 8&15 (6th yr) Due | 3/18/2020 |
| CUCINA FRESCA | Registered | 029 | 030 | 86333754 | 7/10/2014 | 4741102 | 5/19/2015 | Italian Rose Garlic Products Inc. (FL Corp.) | Section 8 (6th yr) Due | 5/19/2021 |

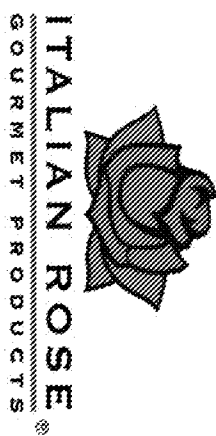
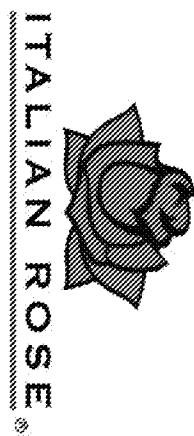
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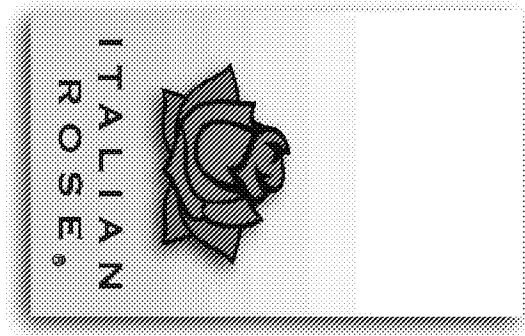
(1) www.italian-rose.com

TRADEMARK

REEL: 006203 FRAME: 0722

Logos:





**TABLA
FIDESCOA**
*Garden to Table Freshness*TM