

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kelly Corned Beef Co. of Chicago		10/16/2017	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kelly Acquisition Corp.		
<b>Street Address:</b>	140 Norwood Drive		
<b>City:</b>	Norwood		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02062		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4734645	KELLY	
<b>Registration Number:</b>	3801813	KELLY CORNED BEEF CO. OF CHICAGO	
<b>Registration Number:</b>	0991543	KELLY KORNBEEF	
<b>Registration Number:</b>	1641407	KELLY CORNED BEEF CO. OF CHICAGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6173106098		
<b>Email:</b>	bosipmail@gtlaw.com		
<b>Correspondent Name:</b>	Bethany Stokes		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	130126-037600		
<b>NAME OF SUBMITTER:</b>	Bethany Stokes		
<b>SIGNATURE:</b>	/Bethany Stokes/		
<b>DATE SIGNED:</b>	03/02/2018		
<b>Total Attachments: 5</b>			

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**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** (“Assignment Agreement”) is made and entered into as of October 16, 2017, by and among Kelly Corned Beef Co. of Chicago, an Illinois corporation (the “Assignor”) and, and Kelly Acquisition Corp., a Delaware corporation (the “Assignee”). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 16, 2017 (the “Purchase Agreement”), pursuant to which Assignor have agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, their entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Assignor, including those specified on **Exhibit A** hereto (collectively, the “Assigned Trademarks”).

**NOW, THEREFORE**, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee’s cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee’s cost, take such steps and actions as reasonably required following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.
4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that

the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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 govern.

5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature pages follow]

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

**ASSIGNOR:**

KELLY CORNED BEEF CO. OF CHICAGO

By: 

Name: Howard Eisenberg

Title: President

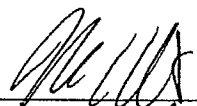
*Signature Page to Assignment of Trademarks*

**TRADEMARK**  
**REEL: 006293 FRAME: 0863**

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

ASSIGNEE:

KELLY ACQUISITION CORP.



By:   
Name: Wendy Atamian  
Title: President, Treasurer and Secretary

*Signature Page to Assignment of Trademarks*

TRADEMARK  
REEL: 006293 FRAME: 0864

**EXHIBIT A**

**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

TRADEMARK	US REGISTRATION / APPLICATION NUMBER	REGISTRATION / APPLICATION DATE	RECORD OWNER	STATUS
	4,734,645 86/386,457	12-May-2015 5-Sept-2014	Kelly Corned Beef Co. of Chicago	Registered
KELLY CORNED BEEF CO. OF CHICAGO	3,801,813 77/681,455	15-Jun-2010 2-Mar-2009	Kelly Corned Beef Co. of Chicago	Registered
	991,543 72/460,992	20-Aug-1974 22-June-1973	Kelly Corned Beef Co. of Chicago	Registered
KELLY CORNED BEEF CO. OF CHICAGO	Registration: 1,641,407 Serial No: 74/060,198	Apr. 16, 1991 May 18, 1990	Kelly Corned Beef Co. of Chicago	Cancelled

Unregistered - Common Law Trademarks

1. KELLY
2. KELLY CORNED BEEF CO.
3. KELLY CORNED BEEF
4. KELLY CORNED BEEF COMPANY