

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay Ridge Consultants, Inc.		05/09/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Ferraro Fine Foods Corp.		
Street Address:	287 South Randolphville Rd.		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87655518	MAMA CUCINA	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	180034.00015		
NAME OF SUBMITTER:	Irina Lyapis		
SIGNATURE:	/Irina Lyapis/		
DATE SIGNED:	05/09/2018		
Total Attachments: 5			
source=Bay Ridge Short Form Trademark Assignment (Executed)#page1.tif			
source=Bay Ridge Short Form Trademark Assignment (Executed)#page2.tif			
source=Bay Ridge Short Form Trademark Assignment (Executed)#page3.tif			
source=Bay Ridge Short Form Trademark Assignment (Executed)#page4.tif			
source=Bay Ridge Short Form Trademark Assignment (Executed)#page5.tif			

CH \$40.00 87655518

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of this 9th day of May, 2018 (the "Effective Date") by and between Bay Ridge Consultants, Inc., a New Jersey corporation ("Assignor"), and Ferraro Fine Foods Corp., a Delaware corporation (the "Assignee").

WHEREAS, this Assignment is being executed and delivered in connection with that certain Transaction Agreement, dated as of March 23, 2018, by and among Assignor, Assignee, Italian Fine Foods Holdings L.P., a Delaware limited partnership, and the other parties named therein (the "Purchase Agreement"), and in connection with the Purchase Agreement, Assignor has agreed to transfer to Assignee certain Intellectual Property Rights, including intellectual property rights associated with the trademark identified on the attached Schedule A (the "Assigned Trademark"), effective as of the Effective Date.

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademark, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, 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:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns: (a) all of Assignor's worldwide right, title and interest in and to the Assigned Trademark, including, without limitation, any registration, application, renewal and extension therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademark pertain and the goodwill associated with the Assigned Trademark and symbolized thereby, effective as of the Effective Date; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademark, in each case, effective as of the Effective Date.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademark, and to issue any and all

Assigned Trademark to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademark. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademark.

4. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.


5. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to confirm or for the full utilization of the rights granted in Section 2, above, including, without limitation, upon request by Assignee to execute any further documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and Assignor shall cooperate therewith, at Assignee's expense.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

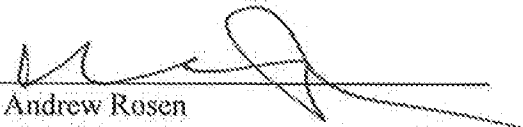
BAY RIDGE CONSULTANTS, INC.

By: 
Name: Michael Giammarino
Title: President

[Signature Page to Trademark Assignment]

ASSIGNEE:

FERRARO FINE FOODS CORP.

By: 
Name: Andrew Rosen
Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006328 FRAME: 0644

SCHEDULE A

Assigned Trademark

Country	Trademark	Application Number	Registration Number	Application Date	Registration Date
U.S.	MAMA CUCINA	87655518	N/A	10/23/17	N/A