TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471158

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nikhil Poddar		04/11/2018	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Wakefern Food Corp.
Street Address:	5000 Riverside Drive
City:	Keasbey
State/Country:	NEW JERSEY
Postal Code:	08832
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4845193	MADISON LUXURY HOME

CORRESPONDENCE DATA

Fax Number: 2028425465

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: 202-842-8800
Email: dctrademarks@dbr.com
Correspondent Name: Tore T. DeBella
Address Line 1: 1500 K Street, NW
Address Line 2: Drinker Biddle & Reath LLP, Suite 1100
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	031182.550988
NAME OF SUBMITTER:	Joelle Zajk
SIGNATURE:	/joelle zajk/
DATE SIGNED:	04/24/2018

Total Attachments: 4
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OP $40.00 4845193

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made and entered into as of the date of the last signature hereto ("Effective Date"), by and between Nikhil Poddar, residing at 195 Arreton Road, Princeton, New Jersey 08540 ("Assignor"), Pisces Global LLC, a New Jersey limited liability company with offices at 9 Shirley Ave Somerset, New Jersey 08873 ("PG") and Wakefern Food Corp., a New Jersey corporation, with a principal place of business at 5000 Riverside Drive, Keasbey, New Jersey 08832 ("Assignee").

WHEREAS, Assignor has adopted and is using, through its authorized licensee, PG, the mark MADISON LUXURY HOME® (the "Mark") and owns all right, title and interest to the Mark, including the U.S. Registration No. 4,845,193 therefor, and the goodwill of the business associated therewith; and

WHEREAS, Assignor, individually and through PG, created or has acquired through assignment all copyrights in the packaging design for the MADISON LUXURY HOME® products, including any textual works, pictorial and graphic works and works of visual art, audio-visual works, graphics, photographs, marketing materials, and all derivative works, compilations, and collective works thereof, whether or not registered or applied for, pertaining thereto or associated therewith (the "Works") and owns all right, title, and interest in and to the Works (which, together with the Mark, shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Intellectual Property, it being agreed, however, that the Intellectual Property does not include any intellectual property or moral rights pertaining to the underlying products manufactured by PG under the Mark, which shall remain the separate property of PG; and

WHEREAS, pursuant to a certain Supply Agreement dated May 1, 2014 between Assignee and PG, as amended by that certain Amendment to Supply Agreement dated April 10, 2018 (collectively, the "Supply Agreement"), Assignee will purchase from and PG will continue to manufacture and sell to Assignee the products identified in the Supply Agreement.

NOW, THEREFORE, in consideration of the representations set forth above and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and delivers to Assignee all right, title and interest in and to the Intellectual Property throughout the world, including any registrations or pending applications there for, any and all copyright rights therein, any renewal rights pertaining thereto or extensions thereof, the goodwill of the businesses symbolized thereby, including those portions of the business to which the Intellectual Property pertain, and all proceeds thereof, including, without limitation, proceeds from any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements

and unauthorized uses thereof (collectively, the "Assets"), such Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by Assignor, had this Assignment not been made. Assignee shall have the sole and exclusive rights to reproduce, distribute, transmit, adapt, publicly display, publicly perform, make derivative works and to otherwise utilize, exploit, license and/or assign the rights in and to the Assets to any third party, in its sole discretion. This assignment constitutes a transfer in ownership pursuant to 17 U.S.C. § 201(d).

2. Assignor shall not at any time in the future make any use of the Assets, or any portion thereof, either for Assignor's own benefits or for the benefit of any third party, except as provided herein. Assignor waives any moral rights or similar provisions of law that may be applicable to the Assets, including, without limitation, the rights of attribution and integrity as provided by federal copyright law, and any rights under droit moral, droit de suite, the Lanham Act or the law of unfair competition.

3. Assignor hereby authorizes the United States Patent and Trademark Office and the United States Copyright Office to record and register this Agreement upon request by the Assignee. In its own name and at its own expense, Assignee may register and enforce its rights in the Assets, and Assignor further promises and agrees that it shall, at the request and expense of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. Each party represents and warrants that it has full power (corporate or otherwise) and authority to enter into and perform its obligations under this Agreement, and all actions necessary to authorize the execution, delivery and performance of this Agreement have been taken by such party.

5. Each Party represents and warrants that none of the terms and conditions of this Agreement conflict with or violate any other existing licenses, encumbrances, obligations or grants of any rights pertaining to the Mark.

6. This Assignment shall be binding upon the parties, and their respective successors and assigns, and upon all others acting by, through, with or under each party's direction or control, and all those in privity therewith.

7. This Agreement may be executed in identical counterparts with the same force and effect as if the signatures were all set forth on a single instrument. A facsimile or .pdf of a signature page or e-mail of a scanned signature page executed by any party is deemed to have the same force and effect as an original of a manually signed copy.

IN WITNESS WHEREOF, the Assignor, Assignee and PG have executed this Assignment and caused the same to be duly delivered on its behalf on the Effective Date.

Assignor:

Nikhil Poddar

By: _____

Date: April 10, 2018

Pisces Global LLC

By: _____

Name: NIKHIL PODDAR

Title: President / CEO

Date: April 10, 2018

Assignee:

Wakefern Food Corp.

By: _____

Name: DAVID BAER

Title: VP MDD FOODS

Date: 4/11/18