

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473346

<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>
Ferraro Foods, Inc.		05/09/2018	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ferraro Fine Foods, Corp.		
<b>Street Address:</b>	287 South Randolphville Rd.		
<b>City:</b>	Piscataway		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08854		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87721443	SAY-SO QUESO	
<b>Serial Number:</b>	87720052	PRODUCERS PACK	
<b>Serial Number:</b>	87525964	THE LASTBITE	
<b>Serial Number:</b>	87171258	GRAINMASTER	
<b>Registration Number:</b>	5336633	GOLDEN PERFORMANCE	
<b>Registration Number:</b>	5351638	PRODUCERS PACK	
<b>Registration Number:</b>	5287587	STEER RIDGE	
<b>Registration Number:</b>	5119532	ANTICA CORTE	
<b>Registration Number:</b>	5277571	212 RIGHT AWAY	
<b>Serial Number:</b>	86701562	BELL HARBOR SEAFOOD	
<b>Registration Number:</b>	4835837	F	
<b>Registration Number:</b>	4909816	OLD GLORY	
<b>Registration Number:</b>	4974022	PLATE SENSATIONS	
<b>Registration Number:</b>	4868151	PITHARI	
<b>Registration Number:</b>	4896342	POWER-CHEM	
<b>Registration Number:</b>	4833059	SELECTPAK	
<b>Registration Number:</b>	3222557	MONTEBELLO	
<b>Registration Number:</b>	3409122	FERRARO FOODS	
<b>Registration Number:</b>	2915535	MARINO	

CH \$540.00 87721443

Property Type	Number	Word Mark
Registration Number:	2729501	DOMENICO VITALE
Registration Number:	2175046	COUNTRY BRAND

**CORRESPONDENCE DATA**

**Fax Number:** 4155911400

*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:** 4155911000

**Email:** TrademarksSF@winston.com

**Correspondent Name:** Becky Troutman

**Address Line 1:** 101 California Street

**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	180034.00015
<b>NAME OF SUBMITTER:</b>	Irina Lyapis
<b>SIGNATURE:</b>	/Irina Lyapis/
<b>DATE SIGNED:</b>	05/09/2018

**Total Attachments: 5**

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## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of this 9<sup>th</sup> day of May, 2018 (the "Effective Date") by and between Ferraro Foods, 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 trademarks and service marks identified on the attached Schedule A (the "Assigned Trademarks"), effective as of the Effective Date.

**WHEREAS**, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, 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 Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks 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 Trademarks, 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 Trademarks, and to issue any and all

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

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.

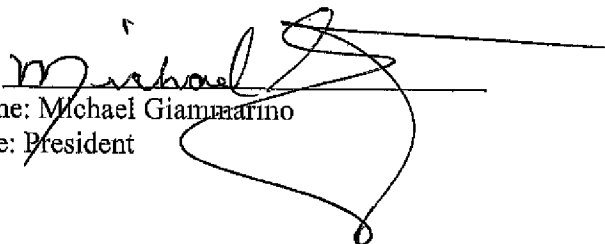
5. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to confirm or for the full utilization of the rights granted in Section 2, above, including, without limitation, upon request by Assignee to execute any further documents 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:**


FERRARO FOODS, 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]*

**SCHEDULE A**

**Assigned Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Registration Date</b>
U.S.	SAY-SO QUESO	87721443	N/A	12/14/17	N/A
U.S.	PRODUCERS PACK	87720052	N/A	12/13/17	N/A
U.S.	THE LASTBITE	87525964	N/A	7/12/17	N/A
U.S.	GRAINMASTER	87171258	N/A	9/14/16	N/A
U.S.	GOLDEN PERFORMANCE	87171447	5336633	9/14/16	11/14/17
U.S.	PRODUCERS PACK	87171285	5351638	9/14/16	12/5/17
U.S.	STEER RIDGE	87105244	5287587	7/15/16	9/12/17
U.S.	ANTICA CORTE	87105307	5119532	7/15/16	1/10/17
U.S.	212 RIGHT AWAY	87052375	5277571	5/27/16	8/29/17
U.S.	BELL HARBOR SEAFOOD	86701562	N/A	7/22/15	N/A
U.S.	F	86551968	4835837	3/3/15	10/20/15
U.S.	OLD GLORY	86471813	4909816	12/4/14	3/1/16
U.S.	PLATE SENSATIONS	86436209	4974022	10/27/14	6/7/16
U.S.	PITHARI	86436170	4868151	10/27/14	12/8/15
U.S.	POWER-CHEM	86436191	4896342	10/27/14	2/2/16
U.S.	SELECTPAK	86342983	4833059	7/21/14	10/13/15
U.S.	MONTEBELLO	78888068	3222557	5/19/06	3/27/07
U.S.	FERRARO FOODS	78855359	3409122	4/6/06	4/8/08
U.S.	MARINO	76436128	2915535	7/31/02	1/4/05
U.S.	DOMENICO VITALE	75776961	2729501	8/16/99	6/24/03
U.S.	COUNTRY BRAND	75321717	2175046	7/9/97	7/21/98