

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482139

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Metzger Specialty Brands, Inc. | | 01/12/2018 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Stonewall Kitchen, LLC | | |
| Street Address: | 2 Stonewall Lane #2 | | |
| City: | York | | |
| State/Country: | MAINE | | |
| Postal Code: | 03909 | | |
| Entity Type: | Limited Liability Company: MAINE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2871352 | TILLEN FARMS | |
| Registration Number: | 4047043 | BADA BING CHERRIES | |
| Registration Number: | 5436909 | FIRE & SPICED MARASCHINO CHERRIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2077723627 | | |
| <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: | 207 772-1941 | | |
| Email: | dnathanson@dwmlaw.com | | |
| Correspondent Name: | Daina J. Nathanson | | |
| Address Line 1: | 84 Marginal Way | | |
| Address Line 2: | Suite 600 | | |
| Address Line 4: | Portland, MAINE 04101-2480 | | |
| NAME OF SUBMITTER: | Daina J. Nathanson | | |
| SIGNATURE: | /Daina J. Nathanson/ | | |
| DATE SIGNED: | 07/17/2018 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (“IP Assignment”) is made and entered into as of January 12, 2018 (the “Effective Date”) by and between **METZGER SPECIALTY BRANDS, INC.**, a New York corporation (“Assignor”), and **STONEWALL KITCHEN, LLC**, a Maine limited liability company (“Assignee”).

WHEREAS, Assignor, Assignee and Timothy Metzger are parties to that certain Asset Purchase Agreement dated as of December 14, 2017 (the “Purchase Agreement”);

WHEREAS, Pursuant to Section 2.1(a)(v) of the Purchase Agreement, Assignor has agreed to assign all of Assignor's Intellectual Property (such term and other capitalized terms used but not defined herein having the meanings assigned to them in the Purchase Agreement) to Assignee and Assignee hereby desires to accept such assignment; and

WHEREAS, Assignor and Assignee now desire to consummate such assignment pursuant to and in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Intellectual Property Assignment**. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, its successors and assigns to have and to hold all and singular to its own use forever all of Assignor's right, title and interest in and to the Intellectual Property included in the Assets free and clear of all Liens (other than Permitted Liens). Such intellectual property includes the trademark registrations and applications listed on Schedule I to this IP Assignment. Assignee hereby accepts such assignment.

2. **Governing Law**. This IP Assignment, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the Laws of the State of New York applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of Laws principles thereof.

3. **Consent to Jurisdiction**. The parties hereto agree that any legal proceeding by or against any party hereto or with respect to or arising out of this IP Assignment shall be brought in the federal and state courts located in New York, New York. By execution and delivery of this IP Assignment, each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts solely for the purposes of disputes arising under this IP Assignment and not as a general submission to such jurisdiction or with respect to any other dispute, matter or claim whatsoever. The parties hereto irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof by overnight courier to the address for such party to which notices are deliverable under the Purchase Agreement. Any such service of process shall be effective upon delivery. Nothing herein shall affect the right to serve process in any other manner permitted by applicable Law. The parties hereto hereby waive any right to stay or dismiss any action or proceeding under or in connection with this IP Assignment brought before the foregoing courts on the basis of (a) any

claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, or that it or any of its property is immune from the above-described legal process, (b) that such action or proceeding is brought in an inconvenient forum, that venue for the action or proceeding is improper or that this IP Assignment may not be enforced in or by such courts, or (c) any other defense that would hinder or delay the levy, execution or collection of any amount to which any party hereto is entitled pursuant to any final judgment of any court having jurisdiction.

4. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS IP ASSIGNMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

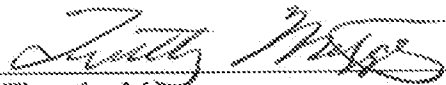
5. **No Impact on Terms of Purchase Agreement.** In the event of any conflict between the Purchase Agreement and this IP Assignment, the Purchase Agreement shall govern.

6. **General.** Sections 11.1, 11.2, 11.3, 11.4, 11.7, 11.8, 11.11 and 11.13 of the Purchase Agreement shall apply mutatis mutandis to this IP Assignment.

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

ASSIGNOR:

METZGER SPECIALTY BRANDS, INC., a
New York corporation

By: 
Name: Timothy Metzger
Title: President

ASSIGNEE:

STONEWALL KITCHEN LLC, a Maine limited
liability company

By: _____
Name: John Stiker
Title: CEO

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

ASSIGNOR:

METZGER SPECIALTY BRANDS, INC., a
New York corporation

By: _____

Name: Timothy Metzger

Title: President

ASSIGNEE:

STONEWALL KITCHEN LLC, a Maine limited
liability company

By:  _____

Name: John Stiker

Title: CEO

SCHEDULE I

Registered Trademarks:

1. Tillen Farms (Serial Number 76-548389; Registration Number 2,871,352)
2. Bada Bing Cherries (Serial Number 85-235900; Registration Number 4,047,043)

Pending Trademark Applications:

3. Fire & Spiced Maraschino Cherries (Serial Number 87-572947)