

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490257

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900461631		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roins Produce, Inc.		08/08/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bellissimo Distribution, LLC		
Street Address:	1550 Hecht Drive,		
City:	Bartlett		
State/Country:	ILLINOIS		
Postal Code:	60103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4730742	CHICAGO'S FINEST! SINCE 1972 RFD ROINS F	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	44877-2		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	09/17/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) is entered into as of August 8, 2018 and made effective as of July 30, 2018 (the “Effective Date”), by and between Roins Produce, Inc. (“Assignor”) and Bellissimo Distribution, LLC (“Assignee”).

WHEREAS, Assignor owned the trademark registration set forth on Schedule A attached hereto (the “Trademark”);

WHEREAS, Assignor, Assignee and the other parties thereto are parties to the Asset Purchase Agreement dated as of the Effective Date (the “APA”) and the Bill of Sale by and between Assignor and Assignee dated as of the Effective Date (the “Bill of Sale”), pursuant to which Assignor sold, and Assignee purchased, certain assets of Assignor, including, without limitation, the Trademark; and

WHEREAS, the parties wish to acknowledge that Assignor assigned to Assignee the Trademark pursuant to the APA and Bill of Sale.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows.

1. Assignment. Assignor hereby acknowledges that, pursuant to the APA and Bill of Sale, Assignor assigned to Assignee all right, title and interest in and to the Trademark and all goodwill associated therewith. To the extent any right, title, or interest in or to the Trademark was not assigned to Assignee pursuant to the APA or Bill of Sale, Assignor hereby sells, assigns, conveys, transfers, delivers and sets over to Assignee, effective as of the Effective Date, on a worldwide basis, all of its right, title and interest in and to the Trademark, together with the goodwill associated therewith, including the right to sue and recover damages for past, present and future infringements thereof. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee of the Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications with respect thereto.

2. APA. This Assignment is subject to the terms and conditions of the APA.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The delivery of this Assignment may be made by facsimile, and facsimile signatures shall be treated as original signatures for all applicable purposes

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[SIGNATURE PAGE FOLLOWS]

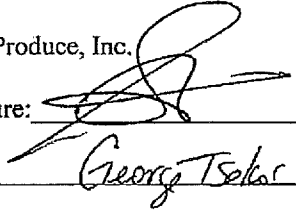
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first above written.

ASSIGNOR

Roins Produce, Inc.

Signature: _____

By: _____


George Tsolas

ASSIGNEE

Bellissimo Distribution, LLC

Signature: _____

By: James DeBruzzi

Title Chief Financial Officer

Schedule A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
CHICAGO'S FINEST! SINCE 1972 RFD ROINS FOOD DISTRIBUTION	US	86/365508 8/13/2014	4730742 5/5/2015