

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hendels, Incorporated		10/02/2018	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	PMG CoOp LLC		
Street Address:	2359 Research Court		
City:	Woodbridge		
State/Country:	VIRGINIA		
Postal Code:	22192		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4901533	HENNY PENNY	
Registration Number:	4904692	HP FRESH	
CORRESPONDENCE DATA			
Fax Number:	3013473350		
<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:	301-347-1267		
Email:	ebhagan@lercheary.com		
Correspondent Name:	Emily Hagan		
Address Line 1:	7600 Wisconsin Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Bethesda, MARYLAND 20814		
NAME OF SUBMITTER:	Emily Hagan		
SIGNATURE:	/Emily Hagan/		
DATE SIGNED:	10/12/2018		
Total Attachments: 4			
source=Trademark Assignment_fully executed#page1.tif			
source=Trademark Assignment_fully executed#page2.tif			
source=Trademark Assignment_fully executed#page3.tif			
source=Trademark Assignment_fully executed#page4.tif			

OP \$65.00 4901533

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of October 2, 2018 (the "Effective Date") by and among **HENDELS, INCORPORATED**, a Connecticut corporation, with an address at 35 Great Neck Road, Waterford, CT 06385 (the "Assignor"), and **PMG CoOp LLC**, a Virginia limited liability company, with an address at 2359 Research Court, Woodbridge, VA 22192 (the "Assignee").

WHEREAS, Assignor is the owner of Trademark Registration Nos. 4901533 and 4904692 for the marks "Henny Penny" and "HPFresh" (the "Trademarks");

WHEREAS, Petroleum Marketing Investment Group, LLC, a Virginia limited liability company (the "**Original Buyer**"), as Buyer, and Assignor, together with affiliates of Assignor, as Seller, entered into that certain Sale and Purchase Agreement dated as of July 30, 2018 (as amended and assigned, the "**Purchase Agreement**"), pursuant to which Assignor agreed to assign the Trademarks to Original Buyer;

WHEREAS, Original Buyer partially assigned its interest in the Purchase Agreement, with respect to the Trademarks, to the Assignee; and

WHEREAS, each of Assignor and Assignee desires to memorialize the assignment and assumption of Assignor's right, title and interest in and to the Trademarks, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending legally to be bound, hereby agree as follows:

1. Assignment and Assumption. Assignor does hereby assign to Assignee its right, title, and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

2. Binding Effect. All of the covenants contained in this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

3. Effectiveness. The submission of this Assignment shall not constitute an offer, and this Assignment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto.

4. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Assignment. Electronic signatures sent by facsimile or scan and email shall be binding.

5. Recitals. The foregoing recitals are intended to be a material part of this Assignment and are incorporated herein by reference.

6. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Connecticut.

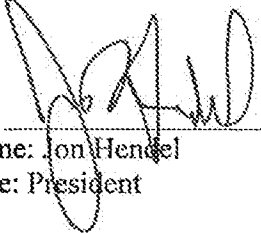
7. Incorporation of Purchase Agreement. This Assignment is being made without representation or warranty by Assignor, express or implied, and pursuant to and in accordance with all of the terms, conditions and limitations set forth in the Purchase Agreement, including without limitation, Sections 3.1(n), 3.3, 3.4 and 8.1 thereof, which Sections are incorporated into this Assignment as if set forth in full.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

HENDELS, INCORPORATED, a
Connecticut corporation

By: 
Name: Jon Hendel
Title: President

ASSIGNEE:

PMG CoOp LLC, a Virginia limited liability
company

By: _____
Name: Abdolhossein Ejtemai
Title: Manager

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 006455 FRAME: 0583

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

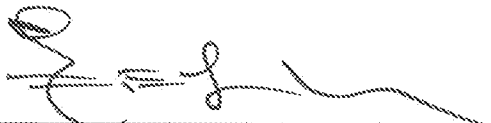
ASSIGNOR:

HENDELS, INCORPORATED, a
Connecticut corporation

By: _____
Name: Jon Hendel
Title: President

ASSIGNEE:

PMG CoOp LLC, a Virginia limited
liability company

By:  _____
Name: Abdolhossein Ejtemai
Title: Manager