

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496767

<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>
Jerusalem Mfg. Natural Food Wholesalers, Inc.		10/19/2018	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lipari Foods Operating Company, LLC		
<b>Street Address:</b>	26661 Bunert Road		
<b>City:</b>	Warren		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48089		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5399380	JERUSALEM FOODS	
<b>Registration Number:</b>	5450950	SAHTEIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2486894071		
<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>			
<b>Phone:</b>	248-689-3500		
<b>Email:</b>	Bernier@reising.com		
<b>Correspondent Name:</b>	Colleen N. Shovlin		
<b>Address Line 1:</b>	755 West Big Beaver Road, Suite 1850		
<b>Address Line 4:</b>	Troy, MICHIGAN 48084		
<b>ATTORNEY DOCKET NUMBER:</b>	7663-3120-1		
<b>NAME OF SUBMITTER:</b>	Colleen N. Shovlin		
<b>SIGNATURE:</b>	/Colleen N. Shovlin/		
<b>DATE SIGNED:</b>	11/05/2018		
<b>Total Attachments: 9</b>			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**IP Assignment**”), dated as of October 19, 2018, is made by Jerusalem Mfg. Natural Foods Wholesalers, Inc., a Michigan corporation (“**Seller**”), in favor of Lipari Foods Operating Company, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Seller, the stockholders of Seller and Buyer, dated as of [the date hereof] (the “**Asset Purchase Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual Property Assets of Seller, and has agreed to execute and deliver this IP Assignment for recording with any registrar of intellectual property rights, including without limitation the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following:

(a) all patents, patent applications, patent disclosures, and statutory invention registrations owned by Seller including any counterparts of any of the foregoing worldwide, and including all provisional, divisionals, continuations, continuations-in-part, requests for continued examination, continued prosecution applications, re-issues, re-examinations, and any patents issuing or granted from any of the foregoing applications or claiming priority to any of the foregoing applications or patents or serving as a basis for a claim of priority for any of the foregoing applications or patents (the “**Patents**”), including by way of non-limiting example, the Patents listed in Schedule 1 hereto;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin owned by Seller, including, by way of non-limiting example, the unregistered trademarks listed in Schedule 2 hereto (the “**Marks**”);

(c) all internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs owned or controlled by Seller, including, by way of non-limiting example, the domain names and accounts set forth on Schedule 3 hereto;

(d) all published and unpublished works of authorship owned by Seller, including all copyright rights therein and all industrial designs, industrial models and proprietary design and including, by way of non-limiting example, the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule 4 hereto and all issuances, extensions and renewals thereof (collectively, the "Works"), including without limitation (i) the entirety of all common law and statutory copyrights in the Works; (ii) all copyright registrations or copyright applications covering the Works, and all renewals and extensions thereof; (iii) all rights of reproduction in any and all media based upon the Works; (iv) all rights to prepare any derivative works based on the Works; (v) all rights to distribute (including, without limitation, distribute electronically) copies of the Works in any and all media to the public by sale or other transfer of ownership or by rental, lease, or lending; and (vi) all rights to display in any and all media and perform the Works publicly;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(h) together with the goodwill of the Business connected with the use of, and symbolized by, the foregoing.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto.

3. Moral Rights. Buyer and its successor(s), as owner of the Works, may use the Works for any lawful purpose without restriction, and Seller waives any and all moral rights Seller had, has or may have in or to the Works in the United States of America and

all other countries, including, without limitation, any rights Seller may have under 17 U.S.C. § 106A or any other law, rule or regulation in any jurisdiction.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

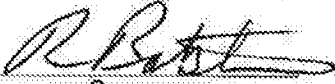
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any provision of law or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**JERUSALEM MFG. NATURAL  
FOODS WHOLESALERS, INC.**

By:   
Name: *Ronni Batsch*  
Title:  
Address for Notices:

AGREED TO AND ACCEPTED:

**LIPARI FOODS OPERATING  
COMPANY, LLC**

By: .....

Name: Curtis Groves  
Title: Chief Financial Officer  
Address for Notices:

26661 Bunert Road  
Warren, MI 48089

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**JERUSALEM MFG. NATURAL  
FOODS WHOLESALERS, INC.**

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

**AGREED TO AND ACCEPTED:**

**LIPARI FOODS OPERATING  
COMPANY, LLC**

By: \_\_\_\_\_

Name: Curtis Groves

Title: Chief Financial Officer

Address for Notices:

26661 Bunert Road  
Warren, MI 48089

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*[Signature Page to Intellectual Property Assignment]*

**TRADEMARK  
REEL: 006478 FRAME: 0712**

**SCHEDULE 1**  
**ASSIGNED PATENTS AND PATENT APPLICATIONS**

None



**SCHEDULE 2**

**ASSIGNED TRADEMARKS**

Jerusalem Food Reg. No. 5,399,380

Sahtein Reg. No. 5,450,950

**SCHEDULE 3**

**ASSIGNED DOMAIN NAMES AND ACCOUNTS**

Jerusalemfood.com

**SCHEDULE 4**

**ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

N/A

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