

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498465

<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>
Products 2 Retail, Inc.		11/15/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Express, Inc.		
<b>Street Address:</b>	2 Morgan Avenue		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>Name:</b>	Products 2 Retail, Inc.		
<b>Street Address:</b>	34 Kimberly Drive		
<b>City:</b>	Westhampton		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11977		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5239173	VIDALIA CHOP WIZARD	
<b>Registration Number:</b>	5239174	VIDALIA CHOP WIZARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124851537		
<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>	516-280-8600		
<b>Email:</b>	acooper@mohencooper.com		
<b>Correspondent Name:</b>	Andrew Cooper, Esq., Mohen Cooper LLC		
<b>Address Line 1:</b>	135 Crossways Park Drive		
<b>Address Line 2:</b>	Suite 402		
<b>Address Line 4:</b>	Woodbury, NEW YORK 11797		
<b>NAME OF SUBMITTER:</b>	Andrew Cooper		

OP \$65.00 5239173

<b>SIGNATURE:</b>	/s/ Andrew Cooper
<b>DATE SIGNED:</b>	11/16/2018
<b>Total Attachments: 4</b> source=11.15.18 VIDALIA TRADEMARK ASSIGNMENT - Executed#page1.tif source=11.15.18 VIDALIA TRADEMARK ASSIGNMENT - Executed#page2.tif source=Recordation Form Cover Sheet - executed#page1.tif source=Recordation Form Cover Sheet - Additional Sheet#page1.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between Products 2 Retail, Inc., a corporation organized and existing under the laws of New York, located at 34 Kimberly Drive, Westhampton, New York 11977 (the "Assignor") of the one part; and Products 2 Retail, a corporation organized and existing under the laws of New York, located at 34 Kimberly Drive, Westhampton, New York 11977, and National Express, Inc., a corporation organized and existing under the laws of New York, located at 2 Morgan Avenue, Norwalk, CT 06851 (the "Assignees") of the other part.

The Assignor and the Assignees are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the owner of the trademarks "Vidalia Chop Wizard" registered in the United States Patent and Trademark Office ("USPTO"), Registration Nos. 5239173 and 5239174 (the "Trademarks"), International Class 008, US Classes 023, 028 and 044; and

WHEREAS, the Assignees desire to acquire from the Assignor the Trademarks in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignees to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignees all rights, title and interests derived from and in connection with the Trademarks.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademarks, and that the assignment of the Trademark from the Assignor to the Assignees shall not cause any infringement of intellectual property rights of any third party.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademarks, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

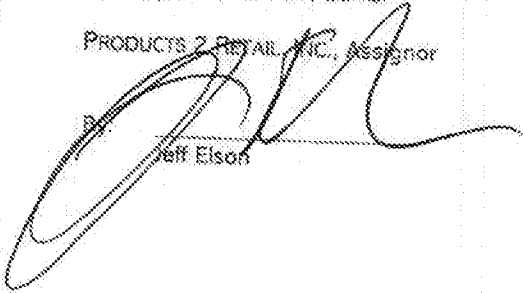
3. The Assignor shall furnish the Assignees with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignees. The Assignor shall also furnish the Assignees with the original certificates covering the Trademark.
4. This Agreement shall come into effect on the date on which this Assignment Agreement is filed with the USPTO. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority for its registrations. Each Party hereto shall fully cooperate with the other with regard to such

registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.

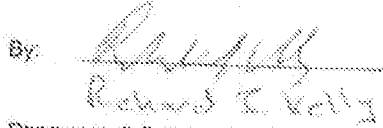
5. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties. If said negotiations prove unsuccessful, the parties shall be obligated to settle this matter through mediation under the auspices of JAMS (New York City Office). If the parties are unable to resolve this matter through mediation, the parties shall be obligated to resolve this dispute through binding arbitration before JAMS (New York City Office), with the matter to be heard by one arbitrator.
7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

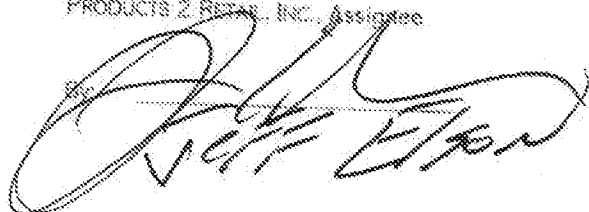
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 15<sup>th</sup> day of November, 2018.

PRODUCTS 2 RETAIL, INC., Assignor

By:   
Jeff Elson

NATIONAL EXPRESS, INC., Assignee

By:   
Robert E. Volz  
PRODUCTS 2 RETAIL, INC., Assignee

By:   
Jeff Elson

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Products 2 Retail, Inc.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other \_\_\_\_\_

- Association
- Limited Partnership

Citizenship (see guidelines) New York

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 15, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: National Express, Inc.,

Street Address: 2 Morgan Avenue

City: Norwalk

State: CT

Country: United States Zip: 06851

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Connecticut
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

5239173 and 5239174

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Vidalia Chop Wizard - Std Character Mark and Design Plus Words, Letters (05.03.08 - More than one leaf incl scattered leaves, bunches not attached; 05.03.25 - Leaf, Single, Other Leaves; 05.11.02 - Garlic Leeks; Onions, leeks, spring onions; Scallions

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Andrew Cooper, Esq.

Internal Address: Mohen Cooper LLC

Street Address: 135 Crossways Park Drive, Ste. 402

City: Woodbury

State: New York Zip: 11797

Phone Number: 516.280.8600 ext. 130

Docket Number: P2R- Nat'l Express

Email Address: acooper@mohencooper.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00**

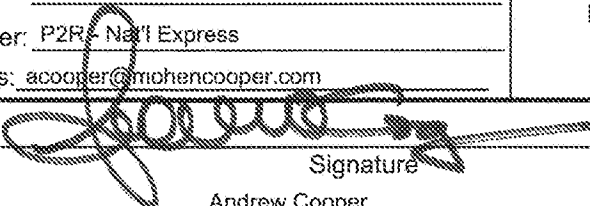
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

November 15, 2018

Date

Andrew Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

**Additional Sheet**

**Additional Names, addresses of receiving party(ies):**

Name: Products 2 Retail, Inc.

Street Address: 34 Kimberly Drive

City: Westhampton

State: New York

Country: United States

Zip: 11977

X Corporation

Citizenship: New York