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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM498219

SUBMISSION TYPE:	SION TYPE: NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joey's Fine Foods, Inc.		10/16/2018	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Luna Foods, LLC	
Street Address:	135 Manchester Place	
City:	Newark	
State/Country:	NEW JERSEY	
Postal Code:	07104	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1913597	LUV IN EVERY BITE
Registration Number:	1913594	JOEY'S LUV IN EVERY BITE

CORRESPONDENCE DATA

Fax Number: 6173424001

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.

Phone: 6173424000

Email: shaines@foley.com

Correspondent Name: Nicole Gage

Address Line 1: 111 Huntington Ave.

Address Line 2: Suite 2500

Address Line 4: Boston, MASSACHUSETTS 02199-7610

NAME OF SUBMITTER:Nicole GageSIGNATURE:/Nicole E. Gage/DATE SIGNED:11/14/2018

Total Attachments: 1

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TRADEMARK
REEL: 006538 FRAME: 0233

TRADEMARK ASSIGNMENT

WHEREAS, Joey's Fine Foods, Inc., a New Jersey corporation with an address of 135 Manchester Place, Newark, New Jersey, 07104, ("Assignor") is the owner of certain rights title and interests in and to the trademarks "Joey's", "Joey's Fine Foods" and "Joey's Luv in Every Bite", including U.S. Trademark Registration Nos. 1,913,597 & 1,913,594, and all rights thereunder and all goodwill associated therewith (collectively all trademark rights and goodwill referenced herein as "the Marks").

WHEREAS, Luna Foods, LLC, a Delaware limited liability company, with an address of 135 Manchester Place, Newark, New Jersey, 07104, ("Assignee") is desirous of acquiring all right title and interest in and to the Marks that Assignor has or ever had as well as the business and goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiently of which are hereby acknowledged, effective as of October 16, 2018, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's right, title and interest in and to the Marks together with all goodwill of the business symbolized by the Marks; (ii) any and all common law rights, trademark applications, and trademark registrations concerning the Marks and all translations thereof owned by Assignor, including but not limited to U.S. Registration Nos. 1,913,597 & 1,913,594, and the business and all goodwill associated therewith; (iii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Marks, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (iv) any and all rights to sue for past, present, and future infringements or misappropriations of the Marks.

Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances, and instruments as Assignee may reasonably request in order to effectuate and perfect this Assignment. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Marks.

Signed and Sealed as of this the § day of Nowwood	, 2018:
Signed Association Signed Associ	
Subscribed and sworn to before me this & day of NWW	2018
A	HONEY SELIGSON
Notary Public	Notary Public - State of New Jersey My Commission Expires Dec 28, 2022

RECORDED: 11/14/2018

TRADEMARK
REEL: 006538 FRAME: 0234