

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508234

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900474265		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard M. Heagy, Inc.		11/02/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Lipari Foods Operating Company, LLC		
Street Address:	26661 Bunert Road		
City:	Warren		
State/Country:	MICHIGAN		
Postal Code:	48089		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4626441	HEAGY FOODS	
Registration Number:	4470084	RICHARD M. HEAGY FOODS	
Registration Number:	1831474	GUERNSEY'S GIFT	
Serial Number:	88167887	LANCASTER FARMHOUSE BY RM HEAGY INC. EST	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	248-689-3500		
Email:	shovlin@reising.com		
Correspondent Name:	Colleen N. Shovlin		
Address Line 1:	755 West Big Beaver Road, Suite 1850		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	7663-3122-1		
NAME OF SUBMITTER:	Colleen N. Shovlin		
SIGNATURE:	/Colleen N. Shovlin/		
DATE SIGNED:	02/01/2019		
Total Attachments: 10			

source=Heagy to LFOC Trademark Assignment#page1.tif
source=Heagy to LFOC Trademark Assignment#page2.tif
source=Heagy to LFOC Trademark Assignment#page3.tif
source=Heagy to LFOC Trademark Assignment#page4.tif
source=Heagy to LFOC Trademark Assignment#page5.tif
source=Heagy to LFOC Trademark Assignment#page6.tif
source=Heagy to LFOC Trademark Assignment#page7.tif
source=Heagy to LFOC Trademark Assignment#page8.tif
source=Heagy to LFOC Trademark Assignment#page9.tif
source=Heagy to LFOC Trademark Assignment#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**IP Assignment**”), dated as of November 2nd, 2018, is made by Richard M. Heagy, Inc., a Pennsylvania 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 November 2, 2018 (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 provisions 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.

RICHARD M. HEAGY, INC.

By: Ed Dorian Heagy
Name: EDARIEU HEAGY
Title: PRES/SEC

By: Barry L Heagy
Name: Barry L Heagy
Title: VP

Address for Notices:
EDARIEU HEAGY
807 LONG RD.
MANHEIM, PA.
17545

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 006545 FRAME: 0431

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

RICHARD M. HEAGY, INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address for Notices:

807 Long Road

Manheim, PA, 17545

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

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

**TRADEMARK
REEL: 006545 FRAME: 0432**

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE 2

ASSIGNED TRADEMARKS

MARKS REGISTERED WITH THE USPTO:

Word Mark: **HEAGY FOODS**
Registration Date: October 21, 2014
Registration #: 4626441
Owner: Richard M. Heagy, Inc.
Goods and Services: IC 035. US 100 101 102. G & S: Retail food store services and wholesale distributorship services featuring deli meats and cheeses and dairy and frozen food products. FIRST USE: 20110314. FIRST USE IN COMMERCE: 20110314
Disclaimer: NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FOODS" APART FROM THE MARK AS SHOWN
Register: Supplemental

Word Mark: **RICHARD M. HEAGY FOODS**
Registration Date: January 21, 2014
Registration #: 4470084
Owner: Richard M. Heagy, Inc.
Goods and Services: IC 029. US 046. G & S: Cheese; Refrigerated and/or frozen food package combinations consisting primarily of meat and/or cheese. FIRST USE: 20121224. FIRST USE IN COMMERCE: 20121224
IC 035. US 100 101 102. G & S: Retail food store services and wholesale distributorship services featuring deli meats and cheeses and dairy and frozen food products. FIRST USE: 20110314. FIRST USE IN COMMERCE: 20110314
Disclaimer: NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FOODS" APART FROM THE MARK AS SHOWN
Register: PRINCIPAL

Design +Words Mark: **GUERNSEY'S GIFT**



Registration Date: April 19, 1994
Registration #: 1831474
Owner: Richard M. Heagy, Inc. DBA Guernsey's Gift Marketing Association
Goods and Services: IC 029. US 046. G & S: cheese. FIRST USE: 19930401. FIRST USE IN COMMERCE: 19930526
Disclaimer: NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GUERNSEY'S" APART FROM THE MARK AS SHOWN
Register: PRINCIPAL

JPG of GUERNSEY'S GIFT mark:



PENDING MARK WITH THE USPTO:

Design +Words Mark: Design mark for LANCASTER FARMHOUSE



Filing Date: October 24, 2018
Serial #: 88167887
Owner: Richard M. Heagy, Inc.
Goods and Services: IC 029 G & S: Cheese; meat. FIRST USE: 20160603. FIRST USE IN COMMERCE: 20170322.
IC 35 G & S: Retail food store services featuring meats and cheese. FIRST USE: 20160603. FIRST USE IN COMMERCE: 20160603.
IC 35 G & S: Wholesale distributorship services featuring meats and cheese. FIRST USE: 20170315. FIRST USE IN COMMERCE: 20170322.

PA CORPORATION BUREAU:

Fictitious Name: GUERNSEY'S GIFT MARKETING ASSOCIATION
Filing Date: 09/02/1992
Owner: RICHARD M HEAGY INC
Entity #: 2106632

Fictitious Name: Heagy Foods
Filing Date: 05/11/2011
Owner: RICHARD M. HEAGY, INC.
Entity #: 4036131

Fictitious Name: Richard M. Heagy Foods
Filing Date: 03/05/2013
Owner: RICHARD M. HEAGY, INC.
Entity #: 4170988

Fictitious Name: Richard M. Heagy Foods, Inc.
Filing Date: 06/06/2011
Owner: RICHARD M. HEAGY, INC.
Entity #: 4036076

Corporation: RICHARD M. HEAGY, INC.
PA Business Corporation
Filing Date: 09/23/1968
Entity #: 156982

OTHER UNREGISTERED MARKS:

Design +Words Mark: RM Heagy Foods, Inc.



Owner: RICHARD M. HEAGY, INC.

Word Mark: RM Heagy Foods
Owner: RICHARD M. HEAGY, INC.

Word Mark: Carmen & David's
Owner: RICHARD M. HEAGY, INC.

Word Mark: Carmen & David's Creamery
Owner: RICHARD M. HEAGY, INC.

Design +Words Mark: Carmen & David's Creamery



Owner: RICHARD M. HEAGY, INC.

Word +Words Mark:

Carmen & David's Creamery



Owner:

RICHARD M. HEAGY, INC.