

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Savona Foods, LLC		12/07/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Ferraro Fine Foods Corp.		
Street Address:	287 South Randolph Road		
City:	Piscataway Township		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2981640	VOLA	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman, c/o Winston & Strawn		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	180344.00003		
NAME OF SUBMITTER:	Sandra Owen		
SIGNATURE:	/Sandra Owen/		
DATE SIGNED:	12/10/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this “**Assignment**”), made this 7th day of December, 2018, is by and between Savona Foods, LLC, a New Jersey limited liability company (“**Assignor**”), and Ferraro Fine Foods Corp., a Delaware corporation (“**Assignee**”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement by and among Assignor, Assignee and the other parties named therein (the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase and accept from Assignor, all of Assignor’s right, title and interest in, to and under all of the Purchased Assets for the consideration set forth in the Purchase Agreement, including all Trade Rights (as such term is defined in the Purchase Agreement) owned by Assignor (the “**Business Intellectual Property**”);

WHEREAS, it is the intention of the parties hereto to reflect the foregoing transactions by the execution and delivery of this Assignment at the Closing;

WHEREAS, the Business Intellectual Property includes the trade names, trademarks and trademark applications and registrations identified on the attached Schedule A (the “**Marks**”) and the domain name registrations identified on the attached Schedule B (the “**Domain Names**”); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property from Assignor.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to the Business Intellectual Property, including, without limitation: (a) the Marks and all intellectual property rights therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; and (c) all trade secrets, know-how and all other intellectual property rights included in the Business Intellectual Property, including without limitation all patent, copyrights and moral rights, trademark, service mark, trade dress right and trade names and domain name registrations and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Assignor further assigns to Assignee all of Assignor’s rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names and other Business Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Marks, Domain Names and other Business Intellectual Property and (ii) to apply in any or all countries of the world for trademark and copyright protection for the Business Intellectual Property.

Assignor agrees that it will, at Assignee’s expense, place each of the Domain Names in

“unlocked” status and provide to Assignee the applicable Internet domain name registrars’ transfer authorization codes for each of the Domain Names or any required information to effectuate the transfer of Assignor’s right, title, and interest in the Domain Names (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

This Assignment shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.


In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

ASSIGNOR:

SAVONA FOODS, LLC,
a New Jersey limited liability company

By: 
Name: JOHN FARESE
Title: CEO

ASSIGNEE:

FERRARO FINE FOODS CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[Signature Page to IP Assignment]

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IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

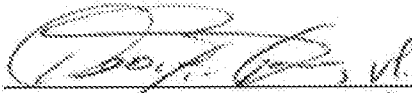
ASSIGNOR:

SAVONA FOODS, LLC,
a New Jersey limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

FERRARO FINE FOODS CORP.,
a Delaware corporation

By:  _____
Name: JEAN Z. BARCELONA, VP
Title: VP, FERRARO FINE FOODS CORP.

{Signature Page to IP Assignment}

SCHEDULE A

Intellectual Property – Marks

Trademark Registrations and Applications:

Country	Trademark	Application Number	Registration Number	Application Date	Registration Date
United States	VOLA		2981640		08/02/2005

Unregistered Trademarks:

“Ereale”

“Vola Doro”

“Savona”

“Savona-Stavola”

“Resello”

“Montana”

“We Bring Excellence to Your Table”

“Savona Foods, LLC”

“Savona Foods, Inc.”

“Stavola Food Services, Inc.”

SCHEDULE B

Intellectual Property – Domain Names

www.savonastavola.com