

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514486

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900484582		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Products 2 Retail, Inc.		01/29/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	National Express, Inc.		
Street Address:	2 Morgan Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Corporation: CONNECTICUT		
Name:	Products 2 Retail, Inc.		
Street Address:	34 Kimberly Drive		
City:	Westhampton		
State/Country:	NEW YORK		
Postal Code:	11977		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3462818	CHOP WIZARD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	5162808600		
Email:	acooper@mohencooper.com		
Correspondent Name:	Andrew Cooper, Esq., Mohen Cooper LLC		
Address Line 1:	135 Crossways Park Drive		
Address Line 2:	Suite 402		
Address Line 4:	Woodbury, NEW YORK 11797		
ATTORNEY DOCKET NUMBER:	ELSON - VIDALIA CHOPTM II		

NAME OF SUBMITTER:	Andrew Cooper
SIGNATURE:	/s/ Andrew Cooper
DATE SIGNED:	03/15/2019
Total Attachments: 2 source=TM Assignment Agreement Revised - Executed#page1.tif source=TM Assignment Agreement Revised - Executed#page2.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 trademark "Chop Wizard" registered in the United States Patent and Trademark Office ("USPTO"), Registration No. 3462818 (the "Trademark"), International Class 008, US Classes 023, 028 and 044, and

WHEREAS, the Assignees desire to acquire from the Assignor the Trademarks and the goodwill 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 \$1.00 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 Assignee all rights, title and interests derived from and in connection with the Trademarks and the goodwill of the business.
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.

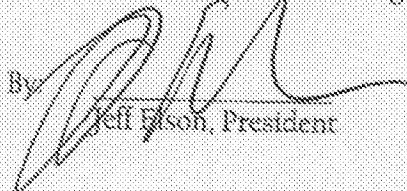
The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademarks, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or 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 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 of 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.
9. This agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, and all counterparts together shall constitute a single 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 11th day of March, 2019.

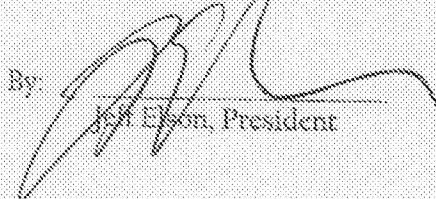
PRODUCTS 2 RETAIL, INC., Assignor

By: 
Jeff Elson, President

NATIONAL EXPRESS, INC., Assignee

By: 
Richard J. Kelly, Vice President

PRODUCTS 2 RETAIL, INC., Assignee

By: 
Jeff Elson, President