

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM524468

<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>
Gilbert Foods, LLC		05/20/2019	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coastal Sunbelt Produce, LLC		
<b>Street Address:</b>	9001 Whiskey Bottom Road		
<b>City:</b>	Laurel		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20723		
<b>Entity Type:</b>	Limited Liability Company: MARYLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4551334	HEARN KIRKWOOD	
<b>Registration Number:</b>	4547664	HEARN KIRKWOOD	
<b>Registration Number:</b>	3380046	PRIME CUTS	
<b>Registration Number:</b>	5296302	EVIE'S	
<b>Registration Number:</b>	5296312	EVIE'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	24573-5-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	05/21/2019		

CH \$140.00 4551334

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this “Trademark Assignment”) is made and entered into as of May 20, 2019 (“Effective Date”) by and between **Gilbert Foods, LLC**, a Maryland limited liability company (“Assignor”), and **Coastal Sunbelt Produce, LLC**, a Maryland limited liability company (“Assignee”).

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, by and among Gilbert Holdings, Inc., Tara Gilbert Clairmont, Charles Gilbert, Joy Eileen Emery, Patricia McCawley, Laura Gilbert Ellis, the estate of Peter D. Gilbert, represented by Herbert Belgrad, as executor, Assignor, Assignee and, solely for the purposes of the guaranty as set forth therein, Coastal Sunbelt, LLC (the “Purchase Agreement”), pursuant to which Assignor has agreed to assign to Assignee the trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (the “Assigned Marks”).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Trademark Assignment, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Assigned Marks, together with the goodwill associated with and symbolized by the Assigned Marks, and all rights, claims and privileges pertaining to the Assigned Marks, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Assigned Marks, and the right to sue and recover damages for past, present and future infringement of any of the Assigned Marks. Assignee does hereby accept the assignment of the Assigned Marks.

2. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Marks.

3. Purchase Agreement. This Trademark Assignment is entered into pursuant to, and is governed by, the Purchase Agreement. Nothing in this Trademark Assignment modifies the Purchase Agreement or changes the parties’ respective rights or obligations thereunder. If there is any inconsistency or conflict between any of the terms and conditions of the Purchase Agreement and any of the terms and conditions of this Trademark Assignment, the Purchase Agreement shall govern.

4. Disclaimer. Assignor makes no representations or warranties of any kind, express or implied, regarding the Assigned Marks, except as otherwise expressly set forth in the Purchase Agreement.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

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**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

**GILBERT FOODS, LLC**


By:   
\_\_\_\_\_  
John D. Reichlin  
Authorized Person

*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 006650 FRAME: 0304**

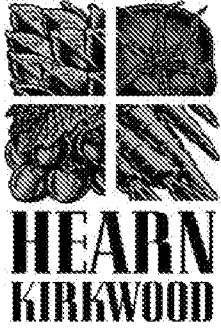

ASSIGNEE:

COASTAL SUNBELT PRODUCE, LLC

By:   
Name: John Cogso  
Its: President and Chief Executive Officer

# SCHEDULE A

## TRADEMARKS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
HEARN KIRKWOOD and  Design	86/106659 10/31/2013	4551334 6/17/2014	Gilbert Foods, LLC
HEARN KIRKWOOD	86/106609 10/31/2013	4547664 6/10/2014	Gilbert Foods, LLC
PRIME CUTS	77/007028 9/25/2006	3380046 2/12/2008	Gilbert Foods, LLC
EVIE'S	87/361373 3/7/2017	5296302 9/26/2017	Gilbert Foods, LLC
EVIE'S in Stylized Letters 	87/361607 3/7/2017	5296312 9/26/2017	Gilbert Foods, LLC