

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536295

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|---|--|---|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gary J. Schwartzberg | | 07/31/2019 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Hometown Foods USA, Inc. | | |
| Street Address: | 11800 NW 102 Road, Suite 6 | | |
| City: | Medley | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33178 | | |
| Entity Type: | Corporation: FLORIDA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1327498 | BAGELMANIA | |
| Registration Number: | 1060935 | "IF A SEA GULL FLIES OVER THE SEA, WHAT | |
| Registration Number: | 2246970 | ALL BAGELS ARE NOT CREATED EQUAL | |
| Registration Number: | 1240673 | BAGELMANIA | |
| Registration Number: | 2172187 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 248-566-8452 | | |
| Email: | jhetu@honigman.com | | |
| Correspondent Name: | Jennifer M. Hetu | | |
| Address Line 1: | Honigman LLP | | |
| Address Line 2: | 39400 Woodward Ave, Suite 101 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304 | | |
| NAME OF SUBMITTER: | Jennifer M. Hetu, Esq. | | |
| SIGNATURE: | /jmh/ | | |
| DATE SIGNED: | 08/13/2019 | | |
| Total Attachments: 3 | | | |

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”), is effective as of July 31, 2019 between Gary J. Schwartzberg, an individual US citizen with an address of 11800 NW 102 Road, Suite 6 Medley Florida 33178 (“Assignor”), and Hometown Foods USA, Inc., a Florida corporation with an address of 11800 NW 102 Road, Suite 6 Medley Florida 33178 (“Assignee”). Assignee and Assignor are referred to herein individually as a “Party” and collectively, as the “Parties”.

RECITALS:

WHEREAS, Assignor is the owner of the trademarks in word and composite word and design formats, as set forth in the attached Exhibit A (“Marks”).

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, the Marks of Assignor as set forth below.

NOW, THEREFORE, for valuable consideration in the amount of US \$5.00 the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, to the Marks together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States, now or hereafter in effect.

2. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for and otherwise object to past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.

4. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns.

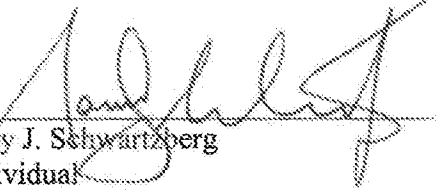
5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Florida (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

6. **Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.


ASSIGNOR:

GARY J. SCHWARTZBERG

By: 
Gary J. Schwartzberg
Individual

ASSIGNEE:



HOMETOWN FOODS USA, INC.

By: 
Name: Gary Schwartzberg
Title: Authorized Signatory

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EXHIBIT A

Marks

| Mark | Status/Key Dates | App. No./Reg. No. |
|---|----------------------------|-----------------------------|
| BAGELMANIA | Registered: March 26, 1985 | RN: 1327498 |
| "IF A SEA GULL FLIES OVER THE SEA, WHAT FLIES OVER THE BAY?" | Registered: March 8, 1977 | RN: 1060935 |
| ALL BAGELS ARE NOT CREATED EQUAL | Registered: May 25, 1999 | RN: 2246970 |
|  | Registered: May 31, 1983 | RN: 1240673 SN: 73355623 |
|  | Registered: July 14, 1998 | RN: 2172187 SN: 75076405 |