

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mothers Food Products, Inc.		08/07/2019	Corporation:
RECEIVING PARTY DATA			
Name:	R.A.B. Food Group, LLC		
Street Address:	80 Avenue K		
City:	Newark		
State/Country:	NEW JERSEY		
Postal Code:	07105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0867634	MOTHER'S	
CORRESPONDENCE DATA			
Fax Number:	2126926287		
<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:	(212) 692-6287		
Email:	MRGraif@mintz.com		
Correspondent Name:	Michael R. Graif		
Address Line 1:	666 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	047160/012		
NAME OF SUBMITTER:	Michael R. Graif		
SIGNATURE:	/Michael R. Graif/		
DATE SIGNED:	08/16/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of the 7th day of August 2019, is made by Mothers Food Products, Inc. a New Jersey corporation, ("**Assignor**") in favor of R.A.B Food Group, LLC, a Delaware limited liability company ("**Assignee**").

1. Assignment. In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark registration identified on the attached Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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; and

(d) 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials in the listed jurisdictions to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

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

4. Governing Law. This Trademark 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 Trademark 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 New York, without giving effect to any choice or conflict of

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law provision or rule (whether of the State of New York or any other jurisdiction).

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



**ASSIGNOR:
MOTHERS FOOD PRODUCTS, INC.**

Dated

By:


Name: VICTOR OSTREICHER

Title: President

ASSIGNED TRADEMARK REGISTRATION

SCHEDULE 1

COUNTRY	TRADEMARK	REG. NO.	REG. DATE
UNITED STATES	MOTHER'S	0867634	04=01-1969

