

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.A.B. FOOD GROUP LLC		08/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	H & H BROTHERS, L.L.C.		
Street Address:	63 Lefante Way		
City:	Bayonne		
State/Country:	NEW JERSEY		
Postal Code:	07002		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0630579	MANISCHEWITZ	
CORRESPONDENCE DATA			
Fax Number:	6462187665		
<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:	6462187605		
Email:	nfriedma@hodgsonruss.com		
Correspondent Name:	Neil B Friedman		
Address Line 1:	605 3rd Avenue, Suite 2300		
Address Line 2:	HODGSON RUSS LLP		
Address Line 4:	New York, NEW YORK 10158		
ATTORNEY DOCKET NUMBER:	NBF 1472		
NAME OF SUBMITTER:	Neil B. Friedman		
SIGNATURE:	/Neil B. Friedman/		
DATE SIGNED:	08/30/2019		
Total Attachments: 4			
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OP \$40.00 0630579

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”), is made as of August 8, 2019, by **R.A.B. FOOD GROUP LLC**, a Delaware limited liability company having an address at 80 Avenue K, Newark, New Jersey 07105 (“**Assignor**”), to **H & H BROTHERS, L.L.C.**, a New Jersey limited liability company having an address at 63 Lefante Way, Bayonne, New Jersey 07002 (“**Assignee**”, and collectively with the Assignor, the “**Parties**”).

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title and interest in and to the following: (i) all of Assignor’s trademarks, service marks, trade marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each listed on Exhibit A, (ii) licenses, fees or royalties with respect to each listed on Exhibit A, the use thereof and symbolized thereby (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A attached hereto (collectively, the “**Trademark Rights**”).

WHEREAS, Assignee has requested that Assignor execute an assignment suitable for recording, effective immediately, that Assignee is the successor-in interest of the entire right, title and interest in and to the Trademark Rights and that Assignor has no further interest therein;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns and transfers to Assignee, all of Assignor’s right, title, and interest in the Trademark Rights and associated goodwill. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this agreement.

3. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

4. The internal laws of the State of New York (without reference to its rules as to conflict of laws) will govern the interpretation and enforcement of this Assignment.

5. The term “including” and its variants do not imply any limitation.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks on the date first written above.

R.A.B. FOOD GROUP LLC

By: [Signature]
Name: David Sugarman
Title: President & Chief Executive Officer

STATE OF NEW JERSEY)
) ss.:
COUNTY OF ESSEX)

On this 8th day of August 2019, before me came David Sugarman, who acknowledged to me that he is the President & Chief Executive Officer of R.A.B. FOOD GROUP LLC, and that he executed the foregoing instrument on behalf of R.A.B. FOOD GROUP LLC , with full authority to do so.

[Signature]
Notary Public

ACKNOWLEDGED:

H & H BROTHERS, L.L.C.

By: _____
Name: _____
Title: _____

FRANCINE PALESTIS
ID # 50005106
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Oct. 27, 2019

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks on the date first written above.

R.A.B. FOOD GROUP LLC

By: _____
Name: David Sugarman
Title: President & Chief Executive Officer

STATE OF NEW JERSEY)
) ss.:
COUNTY OF ESSEX)

On this ___ day of _____ 2019, before me came David Sugarman, who acknowledged to me that he is the President & Chief Executive Officer of R.A.B. FOOD GROUP LLC, and that he executed the foregoing instrument on behalf of R.A.B. FOOD GROUP LLC , with full authority to do so.

Notary Public

ACKNOWLEDGED:

H & H BROTHERS, L.L.C.

By: [Signature]
Name: David H. Craig
Title: member

