

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Village Cannery of Vermont, Inc.		09/30/2019	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Stonewall Kitchen, LLC		
Street Address:	2 Stonewall Lane		
City:	York		
State/Country:	MAINE		
Postal Code:	03909		
Entity Type:	Limited Liability Company: MAINE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5491261	VERMONT VILLAGE	
Registration Number:	5506781	VERMONT VILLAGE	
CORRESPONDENCE DATA			
Fax Number:	2077723627		
<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:	207 772-1941		
Email:	dnathanson@dwmlaw.com		
Correspondent Name:	Daina J. Nathanson		
Address Line 1:	84 Marginal Way		
Address Line 2:	Suite 600		
Address Line 4:	Portland, MAINE 04101		
NAME OF SUBMITTER:	Daina J. Nathanson		
SIGNATURE:	/Daina J.Nathanson/		
DATE SIGNED:	10/02/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of September 30, 2019, is made by and between Village Cannery of Vermont, Inc., a Vermont corporation (“**Seller**”), with a place of business at 698 South Barre Road, Barre, VT, 05641, and Stonewall Kitchen, LLC, a Maine limited liability company (“**Buyer**”), with a place of business at 2 Stonewall Lane, York, ME 03909, pursuant to an Asset Purchase Agreement dated as of August 23, 2019 by and among Seller, Buyer and Joseph Shepherd (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller 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, 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, but at no cost or expense to Seller, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations,

oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, and is subject to and has the benefit of, the representations, warranties, conditions, limitations, covenants, agreements and indemnities set forth in the Asset Purchase Agreement. Seller acknowledges and agrees that the representations, warranties, conditions, limitations, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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intentionally left blank.

The signature page follows.]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

BUYER:

STONEWALL KITCHEN, LLC

By: 
John Stiker
Its: Chief Executive Officer

SELLER:

VILLAGE CANNERY OF VERMONT, INC.

By: _____
Joseph Sheperd
Its: President

Signature Page of Intellectual Property Assignment Agreement

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BUYER:

STONEWALL KITCHEN, LLC

By: _____

John Stiker

Its: Chief Executive Officer

SELLER:

VILLAGE CANNERY OF VERMONT, INC.

By: _____

Joseph Shepard

Its: President

Signature Page of Intellectual Property Assignment Agreement


TRADEMARK
REEL: 006762 FRAME: 0024

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Federally Registered Trademarks:

Mark	Jurisdiction	Application No.	Registration No.	Registration Date
	United States	87/662,944	5,491,261	6/12/2018
VERMONT VILLAGE	United States	87/665,878	5,506,781	7/3/2018

Registered Trade Names:

Trade Name	Jurisdiction	Business ID	Registration Date
VERMONT VILLAGE	Vermont	0332190	6/26/2017

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