

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE OHIO PACKING COMPANY		07/08/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	HOT 'N SPCIEY, INC.		
Street Address:	8455 COTTER ST.		
City:	LEWIS CENTER		
State/Country:	OHIO		
Postal Code:	43035		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2836882	BAHAMA MAMA	
CORRESPONDENCE DATA			
Fax Number:	6178970998		
<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:	6173106098		
Email:	bosipmail@gtlaw.com		
Correspondent Name:	BETHANY STOKES		
Address Line 1:	GREENBERG TRAUIG LLP		
Address Line 2:	ONE INTERNATIONAL PLACE		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Bethany Stokes		
SIGNATURE:	/Bethany Stokes/		
DATE SIGNED:	11/13/2019		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment Agreement") is made and entered into as of July [●], 2016, by and between The Ohio Packing Company, an Ohio corporation, having its principal place of business at 373 Whisper Winds Ct., Sapphire, NC 28774 (the "Assignor") and Hot 'N Spicey, Inc., an Ohio corporation, having a principal place of business at 8455 Cotter St. Lewis Center, Ohio 43035 (the "Assignee").

WHEREAS, Assignor and Assignee were parties to a Trademark Assignment Agreement dated February __, 2014 (the "February 2014 Agreement") and the short form Assignment of Registered Trademark dated March 17, 2014 and recorded at the United States Patent and Trademark Office on March 27, 2014 at Reel/Frame 5244/0861 (the "March 2014 Assignment"). Assignor assigned to Assignee the "Assigned Trademarks" as defined in the February 2014 Agreement, which included "all trademarks, brand names and service marks used in connection with the production and sale of the Product". Schedule 1 of the February 2014 Agreement included a listing the Assigned Trademarks. However, U.S. Trademark Registration No. 2,836,882 which was one of the trademarks "used in connection with the production and sale of the Product", was inadvertently left off both (1) Schedule 1 in the February 2014 Agreement and (2) the March 2014 Assignment recorded with the United States Patent and Trademark Office.

WHEREAS, Assignor is the owner of all rights, title and interest in and to U.S. Trademark Registration No. 2,836,882 (as more fully described as specified on Exhibit A hereto), together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Assigned Trademark").

WHEREAS, Assignor and Assignee now wish to correct this discrepancy and Assignor has the desire to sell, transfer, assign and set over unto Assignee, and Assignee has the desire accept, all rights, title and interest in and to the Assigned Trademark as specified in this Agreement;

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademark, including all goodwill associated therewith, and 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. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials performing the same or substantially same function as the Commissioner of Patents and Trademarks of the United States of America of all other governments to issue or transfer the Assigned Trademark to Assignee, as

assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, 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 Trademark is properly assigned to Assignee, or any assignee or successor thereto. In the event that Assignee fails to timely comply with any reasonable request of Assignor set forth in this paragraph, Assignee hereby names Assignor as its attorney-in-fact, coupled with an interest, in order to take such action and execute, deliver and perform such documents as are required to fulfill the intent of this paragraph.

3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.
4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
5. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. All disputes and differences of any kind arising under this Assignment Agreement, including the existence or continued existence of this Assignment Agreement and the arbitrability of a particular issue, which cannot be settled amicably by the parties, shall be handled in accordance with the dispute resolution provisions set forth in the Purchase Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

ASSIGNOR

THE OHIO PACKING COMPANY

By: Walter H. Wilke, Jr.
Name: WALTER H. WILKE, JR.
Title: PRESIDENT
Date: AUGUST 22, 2016

ASSIGNEE

HOT 'N SPICEY, INC.

By: Lisa Jackson
Name: Lisa Jackson
Title: CEO
Date: 07-08-2016

EXHIBIT A

ASSIGNED TRADEMARK

Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.
BAHAMA MAMA	United States	6/22/2001	76/275,148	04/27/2004	2,836,882