

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560582

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900528152		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD FINER FOODS, INC.		12/19/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WORLD FINER FOODS, LLC		
Street Address:	1455 BROAD STREET		
City:	BLOOMFIELD		
State/Country:	NEW JERSEY		
Postal Code:	07003		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4407066	CANDONI	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9737364600		
Email:	jmacmull@lawfirm.ms		
Correspondent Name:	Joel G. MacMull, Esq.		
Address Line 1:	3 Becker Farm Road		
Address Line 4:	Roseland, NEW JERSEY 07006		
NAME OF SUBMITTER:	Joel G. MacMull, Esq.		
SIGNATURE:	/Joel G. MacMull/		
DATE SIGNED:	02/05/2020		
Total Attachments: 5			
source=doc01695820191220104805 (002)#page1.tif			
source=doc01695820191220104805 (002)#page2.tif			
source=doc01695820191220104805 (002)#page3.tif			
source=doc01695820191220104805 (002)#page4.tif			
source=doc01695820191220104805 (002)#page5.tif			

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 19, 2019, is made by WORLD FINER FOODS, INC. ("**Seller**"), a New Jersey Corporation, located at 1455 Broad Street, 4th Floor, Bloomfield, New Jersey 07003, in favor of WORLD FINER FOODS ("**Buyer**"), a New Jersey Limited Liability Company, located at 1455 Broad Street, 4th Floor, Bloomfield, New Jersey 07003, the conveyor of certain assets of Seller pursuant to the entity conversion of the Seller in favor of the Buyer as of April 22, 2016 (the "**Entity Conversion**").

WHEREAS, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

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:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned 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 Director for Trademarks in the United States Patent and Trademark Office (and the officials of corresponding entities or agencies in any applicable jurisdictions) to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, 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 Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Entity Conversion, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities pursuant to the Entity Conversion 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 due to the Entity Conversion and the terms hereof, the terms of this agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. 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.

6. 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 Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

WORLD FINER FOODS LLC as Successor Entity
to WORLD FINER FOODS, INC.

By: William Flynn
Name: William Flynn
Title: VP CFO

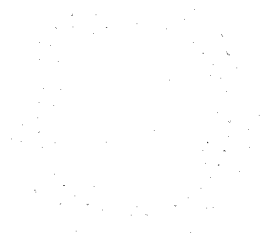
STATE OF NEW JERSEY)
)SS.
COUNTY OF ESSEX)

On the 20 day of December, 2019, before me personally appeared William Flynn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the VP Finance / CFO [SIGNATORY TITLE] of WORLD FINER FOODS, INC., the Corporation described, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of WORLD FINER FOODS, INC. for the uses and purposes mentioned in the instrument.

Linda Streppone
Notary Public
Printed Name:

My Commission Expires: [DATE]

LINDA S. STREPPONE
Notary Public, State of New Jersey
My Commission Expires
February 12, 2021



AGREED TO AND ACCEPTED:

WORLD FINER FOOD, LLC

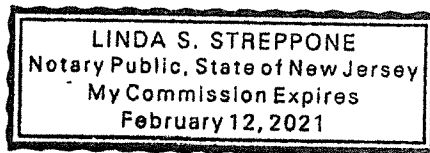
By: William Flynn
Name: William Flynn
Title: VP CFO

STATE OF NEW JERSEY)
)SS.
COUNTY OF ESSEX)

On the 20 day of December, 2019, before me personally appeared William Flynn [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that, [he/she] executed the same [in [his/her] authorized capacity as the VP Finance/CFO [SIGNATORY TITLE] of WORLD FINER FOODS, LLC, the Limited Liability Company described, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of WORLD FINER FOODS, LLC for the uses and purposes mentioned in the instrument.

Linda Streppone
Notary Public
Printed Name:

My Commission Expires: [DATE]



SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
CANDONI		4407066	09.24.2013