

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C & F Foods Co., Inc.		03/02/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Ferraro Fine Foods Corp.		
Street Address:	287 S. Randolphville Road		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4033781		
Registration Number:	4040694	SAN CLEMENTE	
Registration Number:	2144628	PAPA MOOZZI	
Registration Number:	1906703	CUORE D'ORO	
Registration Number:	1725980	PAPA MOOZZI	
Registration Number:	1820736	MOOZZI	
Registration Number:	3977003	PAPA MOOZZI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	03/03/2020		

CH \$190.00 4033781

Total Attachments: 6

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 2nd day of March, 2020, is by and among C&F Foods Co., Inc., a New York corporation ("Seller"), Ferraro Foods of New York LLC, a Delaware limited liability company ("Buyer"), and Ferraro Fine Foods Corp., a Delaware corporation ("Assignee"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of March 2, 2020, by and among Seller, Buyer and the other parties named therein (the "Purchase Agreement").

WHEREAS, pursuant to the Bill of Sale, Seller is selling and assigning to Buyer and certain of its Affiliates, and Buyer and certain of its Affiliates have agreed to purchase and accept from Seller, all of Seller's right, title and interest in, to and under all of the Purchased Assets, including all Intellectual Property owned by Seller (the "Business Intellectual Property");

WHEREAS, in accordance with Section 7.4 of the Purchase Agreement, Buyer can assign any rights under the Purchase Agreement to an Affiliate, and Buyer is hereby so assigning and directing that the Business Intellectual Property be assigned by Seller to Assignee instead of Buyer;

WHEREAS, it is the intention of the parties hereto to reflect the assignment of the Business Intellectual Property by the execution and delivery of this Assignment at the Closing;

WHEREAS, the Business Intellectual Property includes the trade names, trademarks and trademark applications and registrations identified on the attached Schedule A (the "Marks") and the domain name registrations identified on the attached Schedule B (the "Domain Names"); and

WHEREAS, in accordance with this Assignment and the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property from Seller.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of Seller's worldwide right, title and interest in and to the Business Intellectual Property, including, without limitation: (a) the Marks and all intellectual property rights therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; and (c) all trade secrets, know-how and all other intellectual property rights included in the Business Intellectual Property, including without limitation all patents, copyrights and moral rights, trademark, service mark, and trade dress rights, trade names and domain name registrations, all goodwill associated with any of the foregoing, and all other intellectual property and proprietary rights in any of the foregoing.

Seller further assigns to Assignee all of Seller's rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names and other Business Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement or other violation of the Marks, Domain Names and other Business Intellectual Property and (ii) to apply in any or all countries of the

world for trademark and copyright protection for the Business Intellectual Property.

Seller agrees that it will, at Assignee's expense, place each of the Domain Names in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names or any required information to effectuate the transfer of Seller's right, title, and interest in the Domain Names (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Seller, Buyer and Assignee and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

This Assignment shall be exclusively interpreted and governed by the laws of the State of New York, without regard to its conflict of law provisions.


In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

SELLER:

C&F FOODS CO., INC.,
a New York corporation

By: 
Name: Clement Vignani Jr.
Title: President

BUYER:

FERRARO FOODS OF NEW YORK LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

FERRARO FINE FOODS CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.


SELLER:

C&F FOODS CO., INC.,
a New York corporation

By: _____
Name: _____
Title: _____


BUYER:

FERRARO FOODS OF NEW YORK LLC,
a Delaware limited liability company

By:  _____
Name: Steven Koch
Title: Vice President

ASSIGNEE:

FERRARO FINE FOODS CORP.,
a Delaware corporation

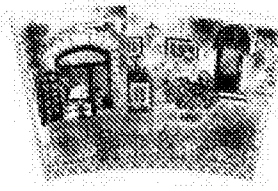
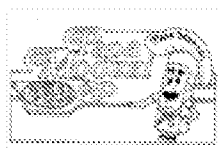
By:  _____
Name: Steven Koch
Title: Vice President

[Signature Page to IP Assignment]

SCHEDULE A

Intellectual Property – Marks

Trademarks:

Mark Name	Reference #	Application #	Application Date	Registration Date	Jurisdiction
Design Logo For Beverage Container 	4,033,781	85/119,468	8/31/2010	10/4/2011	USA
SAN CLEMENTE	4,040,694	85/122,855	9/3/2010	10/18/2011	USA
PAPA MOOZZI and Design 	2,144,628	75/265,693	3/27/1997	3/17/1998	USA
CUORE D'ORO	1,906,703	74/250,123	2/27/1992	7/18/1995	USA
PAPA MOOZZI	1,725,980	74/194,189	8/13/1991	10/20/1992	USA
MOOZZI	1,820,736	74/193,835	8/12/1991	2/8/1994	USA
PAPA MOOZZI	3,977,003	85/122,898	9/3/2020	6/14/2011	USA

SCHEDULE B

Intellectual Property – Domain Names

PapaMoozzi.com