

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585811

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Health Valley Company		03/16/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Casbah LLC		
<b>Street Address:</b>	1812 William Penn Way		
<b>City:</b>	Lancaster		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17601		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1302879	CASBAH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2025798383		
<b>Email:</b>	eperrott@gerbenlawfirm.com		
<b>Correspondent Name:</b>	Eric Perrott, Esq.		
<b>Address Line 1:</b>	1050 Connecticut Ave. NW		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>NAME OF SUBMITTER:</b>	Eric Perrott, Esq.		
<b>SIGNATURE:</b>	/Eric Perrott, Esq./		
<b>DATE SIGNED:</b>	07/10/2020		
<b>Total Attachments: 5</b>			
source=Trademark Assignment Agreement (Fully-Executed)#page1.tif			
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OP \$40.00 1302879

## TRADEMARK ASSIGNMENT AGREEMENT

**between** Health Valley Company, located at 1111 Marcus Avenue, Lake Success, New York 11042 a Delaware corporation, (hereinafter the “**Assignor**”),

**and** Casbah LLC, 1812 William Penn Way, Lancaster, PA 17601 a Pennsylvania limited liability company (hereinafter the “**Assignee**”).

**WHEREAS**, Assignor desires to assign to Assignee all of Assignor's entire, right, title, and interest in and to certain trademarks identified in Attachment A hereto, which is incorporated by reference into this Assignment (collectively hereinafter referred to as the “**Assigned Trademarks**”).

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants set forth in this Assignment and for due and valid consideration of U.S. \$10.00, the receipt of which is hereby confirmed by the Assignor, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby agrees to purchase from Assignor and hereby accepts the assignment and transfer of, all Assignor's right, title and interest in and to the Assigned Trademarks, the goodwill associated with and symbolized by the Assigned Trademarks and all claims, demands, and causes of action for infringement, of the Assigned Trademarks, past, present, and future, and the right to recover all of the proceeds from the foregoing.
2. All external costs arising out of the assignment of the Assigned Trademarks will be borne by Assignee. This does not include the costs for the execution of any assignment documents by the Assignor; such costs will be borne by Assignor.
3. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office as well as any other applicable foreign trademark offices to record the transfer of the registrations of the Assigned Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein.
4. Assignor agrees to further execute any documents reasonably necessary to effect this Assignment or to confirm Assignee's ownership of the Assigned Trademarks, and further agrees to reasonably cooperate in (a) any actions reasonably necessary for Assignee to record, prosecute, renew and/or register its rights, title and interest in and to the Assigned Trademarks, and (b) in any actions brought by or against third parties to enforce the rights accompanying this Assignment, in each case at Assignee's sole cost.
5. In case any part of this Assignment should be considered to be invalid, the remaining provisions will remain in full force and effect. In such case both parties undertake to negotiate an alternative provision which replaces the invalid one as far as possible.
6. Amendments, modifications and/or additions to this Assignment must be made in writing executed by the parties hereto to be valid.

7. This Assignment is effective for both parties. The parties undertake to impose their rights and obligations arising out of this Assignment to any successors in law.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first below written.

FOR: **Health Valley Company** ("Assignor")

By: Kristy Meringolo

Name: Kristy Meringolo

Title: Secretary

Date: March 16, 2020

CITY OF LAKE SUCCESS, NEW YORK )  
COUNTY OF NASSAU ) ss.  
COUNTRY OF UNITED STATES OF AMERICA)

On March 16, 2020, before me, Andrew S. Burchill, personally appeared Kristy Meringolo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature A.S. Burchill

**ANDREW S BURCHILL**  
Notary Public, State of New York  
No. 02BU6371806  
Qualified in New York County  
Commission Expires March 05, 2022

*[Signature Page to Trademark Assignment Agreement]*

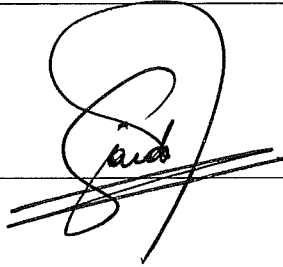
FOR: Casbah LLC ("Assignee")

By: \_\_\_\_\_

Name: Said Chergui

Title: CEO

Date: \_\_\_\_\_ 3/16/2020



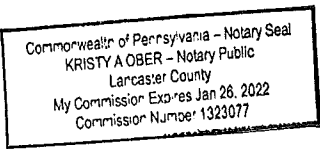
CITY OF Lancaster )

COUNTRY OF Lancaster ) ss.

On March 16<sup>th</sup>, 2020, before me, Said Chergui, personally appeared Said Chergui, President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kristy A Ober



[Signature Page to Trademark Assignment Agreement]

ATTACHMENT A

Assigned Trademarks

Trademark Name	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
CASBAH	United States	Registered	73409217	13-Jan-1983	1302879	30-Oct-1984	Health Valley Company
CASBAH (SIMPLIFIED CHINESE)	Hong Kong	Registered	302,141,504	17-Jan-2012	302,141,504	17-Jan-2012	Health Valley Company
CASBAH	Hong Kong	Registered	302,141,496	17-Jan-2012	302,141,496	17-Jan-2012	Health Valley Company
CASBAH	China	Renewed	6081278	31-May-2007	6081278	21-Aug-2009	Health Valley Company
CASBAH	China	Renewed	6081279	31-May-2007	6081279	28-Dec-2009	Health Valley Company
CASBAH & Design	Canada	Registered	1348706	24-May-2007	TMA712300	18-Apr-2008	Health Valley Company
CASBAH	South Korea	Renewed	40-2008-2876	18-Jan-2008	40-0783473	20-Mar-2009	Health Valley Company
CASBAH & Design	South Korea	Renewed	40-2008-2876	18-Jan-2008	40-0783474	20-Mar-2009	Health Valley Company
CASBAH	European Union	Registered	017932229	19-Jul-2018	017932229	02-Nov-2018	Health Valley Company