

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Frozen Foods, Inc.		07/01/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Antish LLC		
Street Address:	3512 Quentin Road		
Internal Address:	Suite 200		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11234		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5254800	BLOG N' DINE WITH QUALITY	
Registration Number:	4912552	QUALITY FROZEN FOODS INC. THE ONE STOP F	
Registration Number:	4876241	QUALITY FROZEN FOODS	
Registration Number:	5134907	UNGER'S	
Registration Number:	5134906	UNGER'S	
Registration Number:	4815127	CHOPSIE'S	
Registration Number:	4815126	CHOPSIE'S PREMIUM QUALITY	
Registration Number:	4805811	NOAM GOURMET	
Registration Number:	4805810	NOAM GOURMET	
Registration Number:	4805809	SNACK DELITE THE ORIGINAL WHEN YOU CRAVE	
Registration Number:	4801529	YEREK PREMIUM	
Registration Number:	4801528	SNACK DELITE	
CORRESPONDENCE DATA			
Fax Number:	9733257930		
<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:	9733258347		
Email:	emelzer@blkgg.com		

CH \$315.00 5254800

Correspondent Name: Eric H. Melzer Esq.
Address Line 1: 75 Livingston Ave.
Address Line 2: 1st Floor
Address Line 4: Roseland, NEW JERSEY 07068

NAME OF SUBMITTER: Eric H. Melzer

SIGNATURE: /Eric H. Melzer/

DATE SIGNED: 07/31/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**IP Assignment**”), dated as of July 1, 2020, is made by Quality Frozen Foods, Inc., a New York corporation (“**Seller**”), located at 1663 62nd Street, Brooklyn, New York 11204, in favor of Antish LLC, a Delaware limited liability company (“**Buyer**”), located at 3512 Quentin Road, Suite 200, Brooklyn, New York 11234, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Seller, the shareholders of Seller, and Buyer, dated as of February 10, 2020 (the “**Asset Purchase Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in 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 Assets of Seller, and has agreed to execute and deliver this IP Assignment for recording with any registrar of intellectual property rights, including without limitation the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, Seller agrees 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) all patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models) owned by Seller and used in or necessary for the conduct of the Business as currently conducted (the “**Patents**”), including by way of non-limiting example, the Patents listed in Schedule 1 hereto;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship or origin, together with the goodwill connected with the use of and symbolized by the foregoing, owned by Seller and used in or necessary for the conduct of the Business as currently conducted, including, by way of non-limiting example, the trademarks listed in Schedule 2 hereto (the “**Marks**”);

(c) all internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies, and URLs owned by Seller and used in or necessary for the conduct of the Business as currently conducted, including, by way of non-limiting example, the domain names and accounts set forth on Schedule 3 hereto (the “**Domains**”);

(d) all works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and

neighboring rights, and all registrations, applications for registration and renewal of such copyrights owned by Seller and used in or necessary for the conduct of the Business as currently conducted, including, by way of non-limiting example, those set forth on Schedule 4 hereto (the "Copyrights");

(e) all rights of publicity or any other rights in the name, likeness or any other aspect of the persona of any Person recognized under the Law of any Governmental Authority owned by Seller and used in or necessary for the conduct of the Business as currently conducted;

(f) 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

(g) all rights to any Actions of any nature available to or being pursued to Seller to the extent related to the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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 and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, 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 necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets 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, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. The representations, warranties, 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 to be 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 United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

~~QUALITY FROZEN FOODS, INC.~~

By: _____

Name: ~~Matis Soffer~~

Title: Chief Executive Officer

Address for Notices: 1663 62nd Street,
Brooklyn, NY 11204

AGREED TO AND ACCEPTED:

ANTISH LLC

By: _____

Name:

Title:

Address for Notices:

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007012 FRAME: 0413

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

QUALITY FROZEN FOODS, INC.

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

ANTISH LLC

By:  _____

Name: Issac Greenfeld

Title: Managing Member

Address for Notices:

Antish LLC

3512 Quentin Road

Suite 204

Brooklyn NY 11234

[Signature Page to Intellectual Property Assignment]

TRADEMARK

REEL: 007012 FRAME: 0414

SCHEDULE 1

PATENTS

None.

SCHEDULE 2

MARKS

Trademark (all United States)	Registration #/Serial #	Owner	Status
BLOG 'N DINE WITH QUALITY®	5,254,800	Quality Frozen Foods, Inc.	Registered- 8/1/2017.
Quality frozen Foods Inc. The One Stop Shop for all Your Kosher Food Needs®	4,912,552	Quality Frozen Foods, Inc.	Registered- March 8, 2016
Quality Frozen Foods®	4,876,241	Quality Frozen Foods, Inc.	Registered. December 22, 2015
UNGER'S®	5,134,907	Quality Frozen Foods, Inc.	Registered. February 7, 2017
UNGER'S (Stylized)®	5,134,906	Quality Frozen Foods, Inc.	Registered- February 7, 2017
CHOPSIE'S®	4,815,127	Quality Frozen Foods, Inc.	Registered- September 22, 2015
CHOPSIE'S PREMIUM QUALITY AND LOGO®	4,815,126	Quality Frozen Foods, Inc.	Registered- September 22, 2015
NOAM GOURMET®	4,805,811	Quality Frozen Foods, Inc.	Registered- September 8, 2015
NOAM GOURMET and Logo®	4,805,810	Quality Frozen Foods, Inc.	Registered- September 8, 2015
SNACK DELITE- THE ORIGINAL WHEN YOU CRAVE THE BEST AND LOGO®	4,805,809	Quality Frozen Foods, Inc.	Registered- September 8, 2015
YEREK PREMIUM AND LOGO®	4,801,529	Quality Frozen Foods, Inc.	Registered- September 1, 2015
SNACK DELITE®	4,801,528	Quality Frozen Foods, Inc.	Registered. September 1, 2015

Tradenames: "Quality Frozen Foods Inc.", "Unger's", "Chopsie's", "Snack Delite", "Noam Gourmet", "Yerek" and "Blog N Dine with Quality"

SCHEDULE 3

DOMAINS

Website Domains:

1. Noamgourmet.com
2. Snackdelite.com
3. Chopsies.com
4. Qualityfrozenfoods.com
5. Qualityfrozenfood.com
6. Qualityff.com

Social Media Accounts:

1. Facebook - @qualityfrozenfoods, @chopsies, @snackdelite
2. Twitter - @chopsies, @qualityfrozenfoods
3. Instagram - @qualityfrozenfoods, @noamgourmet, @chopsies_, @snackdelite, @ungers_premium

SCHEDULE 4
COPYRIGHTS

None.

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RECORDED: 07/31/2020

TRADEMARK
REEL: 007012 FRAME: 0418