

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594240

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900561478

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fusionbrands, LLC		02/28/2020	Limited Liability Company: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	Fusion Brands International LLC
<b>Street Address:</b>	25 Merrick Avenue
<b>Internal Address:</b>	Suite 2
<b>City:</b>	Merrick
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11566
<b>Entity Type:</b>	Limited Liability Company: NEW YORK

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3791193	FOODPOD
Registration Number:	3293126	TENDERPRESS
Registration Number:	4099588	SERVEITUP
Registration Number:	4423991	ROOMINBOARDS
Registration Number:	4991887	POACHPOD
Registration Number:	4441099	HEATWAVE
Registration Number:	3349597	FUSIONBRANDS
Registration Number:	3975562	CRACKPOT
Registration Number:	4030265	FUSIONBRANDS
Registration Number:	3809109	FUSIONBRANDS
Registration Number:	4343377	COVERBLUBBER
Registration Number:	4631634	THEFOODLOOP

## CORRESPONDENCE DATA

Fax Number: 2126589718

*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.*

**Phone:** 212-673-8350  
**Email:** trademarks@goldbergcohen.com  
**Correspondent Name:** Amy J Benjamin  
**Address Line 1:** 1350 Avenue of the Americas  
**Address Line 2:** 3rd Floor  
**Address Line 4:** New York, NEW JERSEY 10019

**ATTORNEY DOCKET NUMBER:** FUSION BRANDS

**NAME OF SUBMITTER:** Amy J Benjamin

**SIGNATURE:** /amy j benjamin/

**DATE SIGNED:** 08/26/2020

**Total Attachments: 4**

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## **ASSIGNMENT OF TRADEMARKS**

This Assignment is entered into by Fusionbrands, LLC, a Pennsylvania limited liability company having an address of P.O. Box 2166 West Chester, PA 19380 ("ASSIGNOR"), for the benefit of Fusion Brands International LLC, a New York limited liability company having an address of 25 Merrick Ave, Suite 2, Merrick, NY 11566 ("ASSIGNEE"), on the date set forth below.

WHEREAS, ASSIGNOR is the owner of the Trademarks identified on the attached SCHEDULE OF TRADEMARKS (the "Trademarks"); and,

WHEREAS, ASSIGNOR wishes to transfer to ASSIGNEE the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, therefore, ASSIGNOR agrees, represents, warrants, and provides as follows:

1. **Assignment.** ASSIGNOR does hereby irrevocably assign to ASSIGNEE all right, title, and interest in the Trademarks, including, but not limited to, all application and registration rights with respect to the Trademarks, all rights to prepare derivative marks, all good will associated with the Trademarks, including, all good will of the business connected with the use of and symbolized by the Trademarks, all common law rights associated with the Trademarks, all right to sue and recover for past, present, and/or future infringement of the Trademarks, and any and all other rights, in and to the Trademarks.

ASSIGNOR likewise does hereby further irrevocably assign to the ASSIGNEE all right, title, and interest, in and to any and all other common law trademarks which ASSIGNOR owns and/or has used in its business. including, but not limited to, all application and registration rights with respect thereto, all rights to prepare derivative marks thereof, all good will associated therewith, including, all good will of the business connected with the use of and symbolized by those common law trademarks, all right to sue and recover for past, present, and/or future infringement of those common law trademarks, and any and all other rights, in and to the common law trademarks.

2. **Consideration.** In consideration for the assignment set forth in Section 1, ASSIGNOR has paid shall ASSIGNEE the sum of \$100 (one hundred dollars), receipt of which is acknowledged.

3. **Representations and Warranties.** ASSIGNOR represents and warrants to ASSIGNEE:

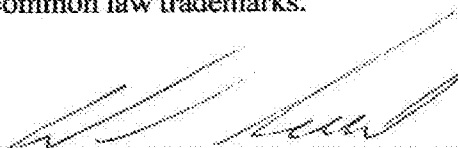
- (a) ASSIGNOR has the right, power, and authority to enter into this Assignment;
- (b) ASSIGNOR is the exclusive owner of all right, title, and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances, and/or licenses, and no lien, security interest, encumbrance, assignment, sale, and/or

Assignment has been, or will be, made or entered into which would conflict with this assignment;

- (d) To the best of ASSIGNOR's knowledge, the Trademarks, or use thereof where they are applied for or registered, do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to ASSIGNOR's rights in the Trademarks, and no other pending or threatened proceedings with respect to ASSIGNOR'S rights in the Trademarks;
- (f) This Assignment is valid, binding, and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) ASSIGNOR is not subject to any agreement, judgment, or order inconsistent with the terms of this Assignment.

4. Agreement to Perform Necessary Acts. ASSIGNOR further covenants that it will, upon ASSIGNEE's request, promptly provide ASSIGNEE with all pertinent assistance requested by ASSIGNEE relating to said Trademarks, said applications, said registrations, and said common law trademarks; including, but not limited to: any and all facts and/or documents as may be known and accessible to ASSIGNOR relating thereto; and will testify as to the same in any litigation and/or proceeding related thereto; and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments, and/or affidavits required to apply for, obtain, own, maintain, issue, and/or enforce any of said Trademarks, applications, registrations, and/or common law trademarks, and/or to pursue any proceedings and/or take any actions which may be necessary or desirable to obtain rights to, and/or maintain and/or enforce said Trademarks, application, registrations, and/or common law trademarks.

Date: December 2019  
FEB 23, 2020

  
Signature of ASSIGNOR

Name: William P. Celli  
Title: PHO CEO  
Date: 3/10/20

Fusionbrands LLC  
 Trademark Report  
 As of 10/17/2019

SCHEDULE OF TRADEMARKS

Country	Trademark	Status	Serial Number	Filing Date	Registration #	Issue Date	Notes
Australia	SERVEITUP	Registered	1358308	3/23/2010	1358308	3/18/2010	Renewal Due: 3/23/2020
Australia	FOACHPOD	Registered	1289388	3/13/2009	1289388	11/12/2009	Renewal Due: 3/13/2020
Australia	FUSIONBRANDS and Design	Registered	1013865	5/19/2009	1013865	5/19/2009	Renewal Due: 05/19/2020
Australia	FOODPOD	Registered	1358618	3/23/2010	1358618	3/19/2010	Renewal Due: 3/23/2020
Australia	FOODDAM	Registered	1358340	3/23/2010	1358340	11/18/2010	Renewal Due: 3/23/2020
Australia	CRACKPOT	Registered	1358690	4/9/2010	1358690	11/18/2010	Renewal Due: 4/9/2020
Canada	FOACHPOD	Registered	1478452	4/26/2010	TM4800564	6/21/2011	Renewal Due: 06/21/2026
Canada	FUSIONBRANDS (box design)	Registered	1440585	6/21/2009	TM4806188	3/7/2011	Renewal Due: 09/07/2026
Canada	FUSIONBRANDS and Design	Registered	1440587	6/21/2009	TM4848774	11/18/2012	Renewal Due: 11/18/2027
China	SERVEITUP	Registered	1034846	3/23/2010	1034846	3/23/2010	Renewal Due: 03/23/2020
China	FOODPOD	Registered	1035788	3/23/2010	1035788	3/23/2010	Renewal Due: 03/23/2020
China	FOODDAM	Registered	1035016	3/23/2010	1035016	3/23/2010	Renewal Due: 03/23/2020
European Union	POMACHPOD	Registered	3134679	11/4/2015	3134679	11/4/2015	Renewal Due: 11/04/2020
European Union	POMACHPOD	Registered	14740698	10/28/2015	14740698	3/8/2016	Renewal Due: 03/08/2021
France	SERVEITUP	Registered	1035788	3/23/2010	1035788	3/23/2010	Renewal Due: 03/23/2020
France	FOODPOD	Registered	1035788	3/23/2010	1035788	3/23/2010	Renewal Due: 03/23/2020
France	FOODDAM	Registered	1035016	3/23/2010	1035016	3/23/2010	Renewal Due: 03/23/2020
France	CRACKPOT	Registered	1036161	4/9/2010	1036161	4/9/2010	Renewal Due: 04/09/2020
Germany	SERVEITUP	Registered	1034846	3/23/2010	1034846	3/23/2010	Renewal Due: 03/23/2020
Germany	FUSIONBRANDS and Design	Registered	1013865	5/19/2009	1013865	5/19/2009	Renewal Due: 05/19/2020
Germany	FUSIONBRANDS and Box Design	Registered	1014036	5/13/2009	1014036	5/13/2009	Renewal Due: 05/13/2020
Germany	FOODDAM	Registered	1035016	3/23/2010	1035016	3/23/2010	Renewal Due: 03/23/2020
Germany	CRACKPOT	Registered	1036161	4/9/2010	1036161	4/9/2010	Renewal Due: 04/09/2020
Republic of Moldova	FOODDAM	Registered	1035016	3/23/2010	1035016	3/23/2010	Renewal Due: 03/23/2020
United Kingdom	SERVEITUP	Registered	1034846	3/23/2010	1034846	3/23/2010	Renewal Due: 03/23/2020
United Kingdom	FUSIONBRANDS and Design	Registered	1034846	3/23/2010	1034846	3/23/2010	Renewal Due: 03/23/2020
United Kingdom	FUSIONBRANDS and Box Design	Registered	1014036	5/13/2009	1014036	5/13/2009	Renewal Due: 05/13/2020
United Kingdom	FOODDAM	Registered	1035016	3/23/2010	1035016	3/23/2010	Renewal Due: 03/23/2020
United States of America	THEFOODLOOP	Registered	77688933	3/11/2009	3791193	5/18/2010	Renewal Due: 03/23/2026
United States of America	TENDERPRESS	Registered	7768270	12/11/2006	628326	3/19/2007	Renewal Due: 11/04/2023
United States of America	SERVEITUP	Registered	77954253	3/21/2010	8095988	3/14/2012	Renewal Due: 09/19/2026
United States of America	RODMINGARDS	Registered	85683165	7/30/2012	4423991	10/29/2013	Renewal Due: 4/29/2020
United States of America	FOACHPOD	Registered	8678371	10/9/2015	4991887	7/5/2016	Affidavit of Use Due: 07/05/2021
United States of America	PEITIPOT	Registered	85683126	7/30/2012	4374861	7/30/2013	Affidavit of Use Due: 01/30/2020
United States of America	HEATWAVE	Registered	85683246	7/30/2012	4841099	11/28/2013	Renewal Due: 05/26/2020
United States of America	GILLIGAMB	Registered	85683212	7/30/2012	4374862	7/30/2013	Response to OA due 04/08/2020 (Reg. Selected for Audit)
United States of America	GOHOCK	Registered	85683269	7/30/2012	4301249	3/12/2013	Response to OA due 04/08/2020 (Reg. Selected for Audit)

Fusionbrands LLC  
 Trademark Report  
 As of 10/3/2019

United States of America	FUSIONBRANDS and Design	Registered	79862125	6/30/2005	9349597	1/4/2007	Renewal Due: 12/04/2026
United States of America	CRACKPOT	Registered	79862125	3/23/2010	8975562	6/7/2011	Renewal Due: 06/07/2020
United States of America	FUSIONBRANDS (box design)	Registered	77692172	3/16/2009	4030365	9/27/2011	Renewal Due: 09/27/2020
United States of America	PODPOD	Registered	77692172	3/13/2009	9791193	5/19/2010	Renewal Due: 05/19/2020
United States of America	FUSIONBRANDS & box design	Registered	77692158	3/16/2009	3809109	6/29/2010	Renewal Due: 06/29/2020
United States of America	COVERBUBBER	Registered	8599948	1/5/2012	4243377	5/28/2013	Renewal Due: 05/28/2023