

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605297

<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>
T & R Wholesale Foods, Inc.		10/26/2020	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ferraro Fine Foods Corp.		
<b>Street Address:</b>	287 S. Randolphville Road		
<b>City:</b>	Piscataway		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08854		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75027013	CLASSICO RISERVA	
<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>	4155911000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	10/27/2020		
<b>Total Attachments: 6</b>			
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CH \$40.00 75027013



## INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 26<sup>th</sup> day of October, 2020, is by and among T&R Wholesale Foods, Inc., a Massachusetts corporation ("Seller"), Ferraro Foods of Massachusetts 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 October 26<sup>th</sup>, 2020, by and among Seller, Dora, LLC, a Massachusetts limited liability company, 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 8.4 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 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 transfer, convey, assign and deliver 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 Business 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 Massachusetts, 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:**

T&R WHOLESALE FOODS INC.,  
a Massachusetts corporation

By:   
Name: Dominick Cortese  
Title: President

**BUYER:**

FERRARO FOODS OF MASSACHUSETTS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

FERRARO FINE FOODS CORP.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**SELLER:**

T&R WHOLESALE FOODS INC.,  
a Massachusetts corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

FERRARO FOODS OF MASSACHUSETTS LLC,  
a Delaware limited liability company

By: Steven Koch  
Name: Steven Koch  
Title: Vice President

**ASSIGNEE:**

FERRARO FINE FOODS CORP.,  
a Delaware corporation

By: Steven Koch  
Name: Steven Koch  
Title: Vice President

**SCHEDULE A**

**Intellectual Property – Marks**

Common Law Trademarks:

T&R Wholesale Foods, Inc.

Trademarks:

<b>Mark Name</b>	<b>Reference #</b>	<b>Application #</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
CLASSICO RISERVA	52102	75027013	December 4, 1995	June 3, 1997	USA

**SCHEDULE B**

**Intellectual Property – Domain Names**

None