

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROINS PRODUCE, INC.		07/30/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BELLISSIMO DISTRIBUTION, LLC		
Street Address:	1550 HECHT DRIVE		
City:	BARTLETT		
State/Country:	ILLINOIS		
Postal Code:	60103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4730741	ROINS FOOD DISTRIBUTION	
Registration Number:	4730742	CHICAGO'S FINEST! SINCE 1972 RFD ROINS F	
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>			
Email:	nkryzhan@honigman.com		
Correspondent Name:	Honigman, LLP, Nicole Kryzhan		
Address Line 1:	39400 Woodward Ave, Ste 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	269639-466854		
NAME OF SUBMITTER:	Nicole M. Kryzhan		
SIGNATURE:	/nicole kryzhan/		
DATE SIGNED:	11/11/2020		
Total Attachments: 20			
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BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, ROINS PRODUCE, INC. ("Seller") does hereby bargain, sell, assign, convey, transfer, deliver and set over unto BELLISSIMO DISTRIBUTION, LLC, a Delaware limited liability company ("Purchaser"), its successors and assigns, all of the Purchased Assets as defined in the Asset Purchase Agreement effective July __, 2018, by and between Seller and Purchaser (the "Agreement").

TO HAVE AND TO HOLD said Purchased Assets to Purchaser, its successors and assigns, to its and their own use and benefit forever.

Seller hereby warrants, for itself and its successors and assigns, that Seller is the true and lawful owner of the Purchased Assets, has good and marketable title in and to, and Seller has full right and lawful authority to bargain, sell and convey, all of the Purchased Assets, which are the subject matter of this Bill of Sale, free and clear of any third-party liens, claims, interests and encumbrances, except as set forth in the Agreement. Seller and its successors and assigns, further warrant and defend title to said Assets against any and all lawful claims and demands whatsoever as set forth in the Agreement.

This Bill of Sale is subject to the terms and conditions of the Agreement.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The delivery of this Agreement may be made by facsimile, and facsimile signatures shall be treated as original signatures for all applicable purposes

IN WITNESS WHEREOF, Purchaser and Seller have caused this Bill of Sale to be executed by their duly authorized representative as of the ____ day of July 2018.

SELLER:

ROINS PRODUCE, INC.

By: _____
Name: George Isekos
Title: President

PURCHASER:

BELLISSIMO DISTRIBUTION, LLC

By: _____
Name: _____
Title: _____

BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, **ROINS PRODUCE, INC.** ("**Seller**") does hereby bargain, sell, assign, convey, transfer, deliver and set over unto **BELLISSIMO DISTRIBUTION, LLC**, a Delaware limited liability company ("**Purchaser**"), its successors and assigns, all of the Purchased Assets as defined in the Asset Purchase Agreement effective July __, 2018, by and between Seller and Purchaser (the "**Agreement**").

TO HAVE AND TO HOLD said Purchased Assets to Purchaser, its successors and assigns, to its and their own use and benefit forever.

Seller hereby warrants, for itself and its successors and assigns, that Seller is the true and lawful owner of the Purchased Assets, has good and marketable title in and to, and Seller has full right and lawful authority to bargain, sell and convey, all of the Purchased Assets, which are the subject matter of this Bill of Sale, free and clear of any third-party liens, claims, interests and encumbrances, except as set forth in the Agreement. Seller and its successors and assigns, further warrant and defend title to said Assets against any and all lawful claims and demands whatsoever as set forth in the Agreement.

This Bill of Sale is subject to the terms and conditions of the Agreement.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The delivery of this Agreement may be made by facsimile, and facsimile signatures shall be treated as original signatures for all applicable purposes

IN WITNESS WHEREOF, Purchaser and Seller have caused this Bill of Sale to be executed by their duly authorized representative as of the ____ day of July 2018.

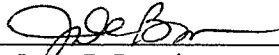
SELLER:

ROINS PRODUCE, INC.

By: _____
Name: _____
Title: _____

PURCHASER:

BELLISSIMO DISTRIBUTION, LLC

By: 
Name: James DeBruzzi
Title: Chief Financial Officer

ASSET PURCHASE AGREEMENT

Dated July 30, 2018

among

**BELLISSIMO DISTRIBUTION, LLC,
a Delaware limited liability company**

As Purchaser,

**ROINS PRODUCE, INC.,
an Illinois corporation**

As Seller,

and

Each of the Equityholders of Seller

As Owners

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is made as of July 30, 2018, by and among Bellissimo Distribution, LLC, a Delaware limited liability company ("**Purchaser**"), Roins Produce, Inc., an Illinois corporation ("**Seller**") and each of Matteo LoBue, George Tsekos, Bill Tsekos and Christo Tsekos (each, an "**Owner**" and collectively, the "**Owners**"). Purchaser, Seller and Owners are sometimes individually referred to as a "**Party**" or collectively as the "**Parties**".

RECITALS

- A. Seller is engaged in the food distribution business in the Chicago, Illinois market known and operated as Roins Produce and Roins Food Distribution (the "**Business**").
- B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of Seller's assets constituting the Business, on the terms contained in this Agreement.
- C. Owners own 100% of the issued and outstanding equity interests of Seller and will derive significant benefits from the consummation of the transactions contemplated by this Agreement

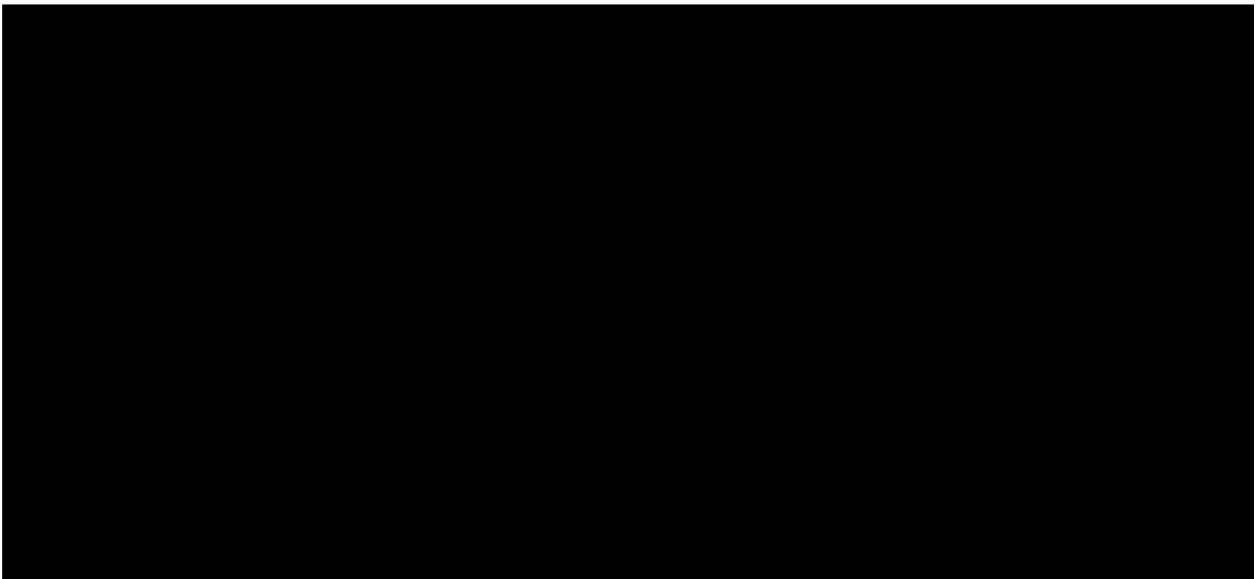
AGREEMENTS

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

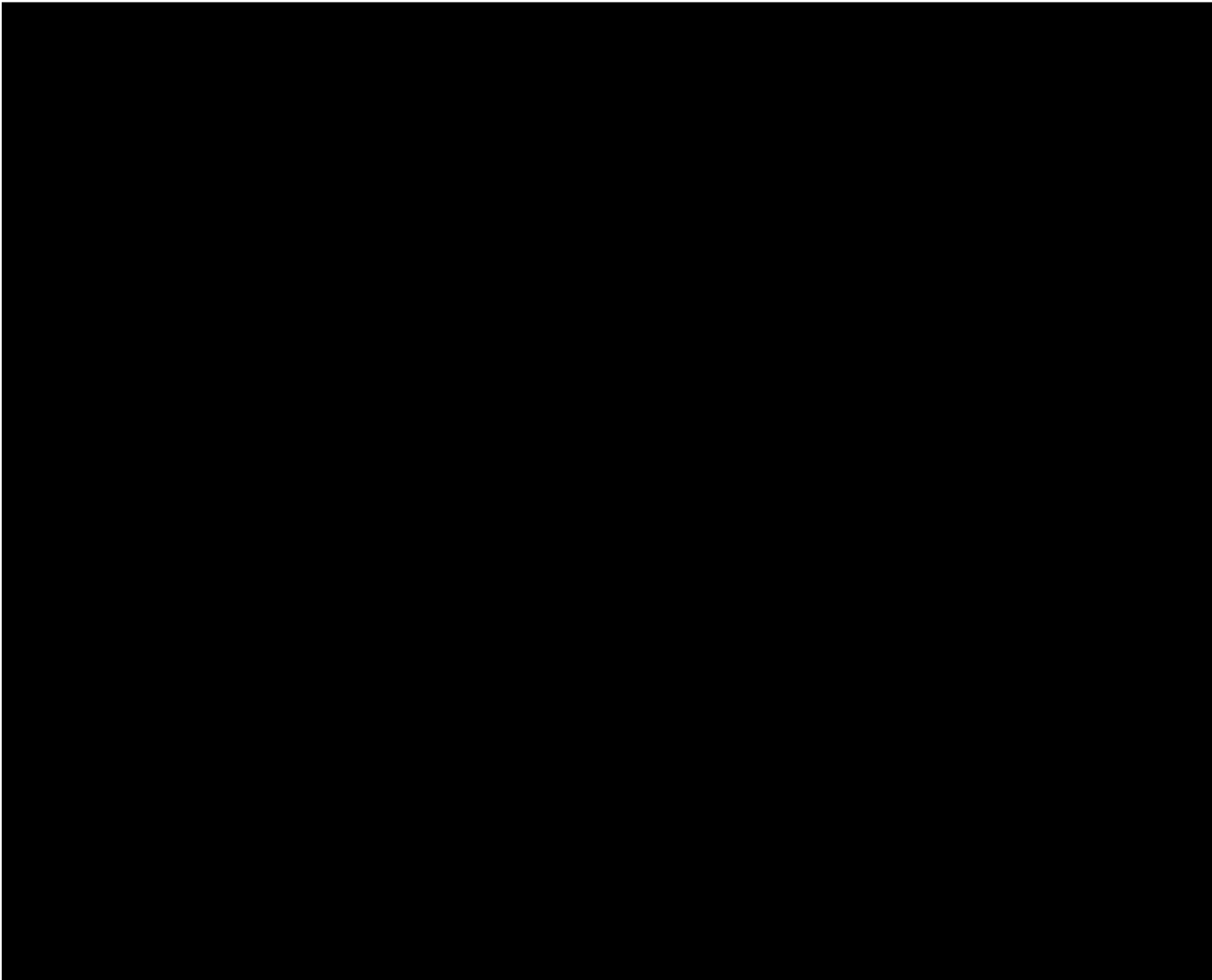
Purchase and Sale of Assets

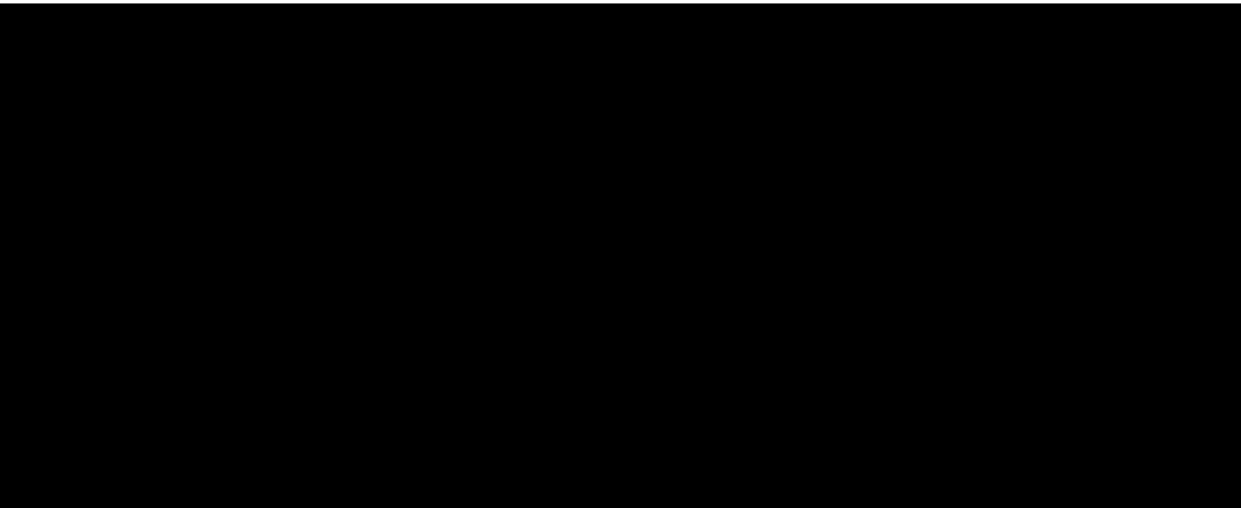
1.1 Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions of this Agreement, and in reliance upon the representations, warranties, covenants and agreements made in this Agreement by Seller and Owners, at the Closing, Seller shall sell to Purchaser all of Seller's assets, properties, rights and businesses as a going concern of whatever kind and wherever located, other than the Excluded Assets, constituting the Business (collectively, the "**Purchased Assets**") free and clear of all Liens other than Permitted Liens. Unless otherwise specified in writing by Seller, each of the items listed or described below is located at the Business premises at 2300 W. Lake Street, Chicago, Illinois 60612 (the "**Facility**"). The Purchased Assets include all of the following assets of Seller:



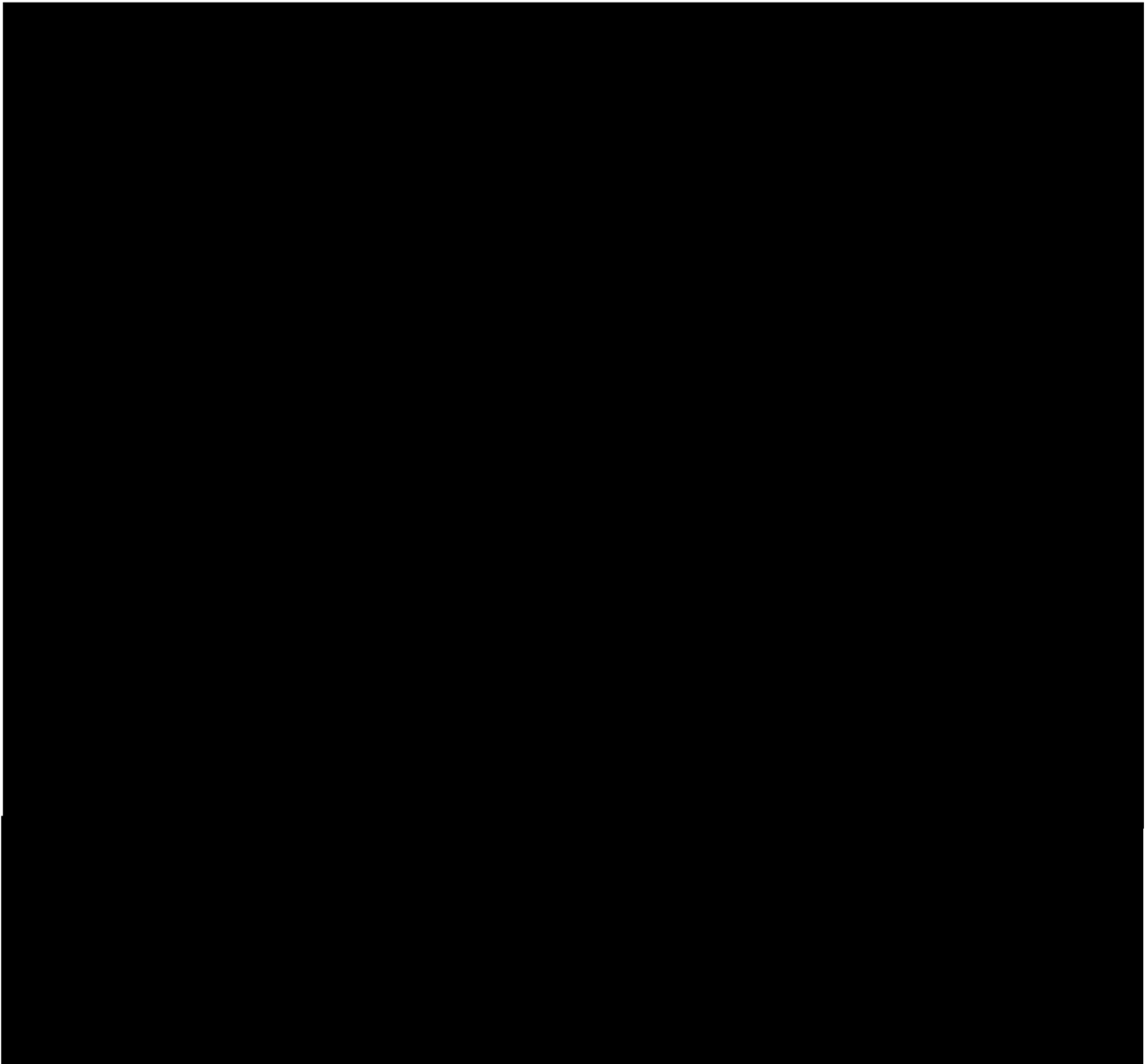


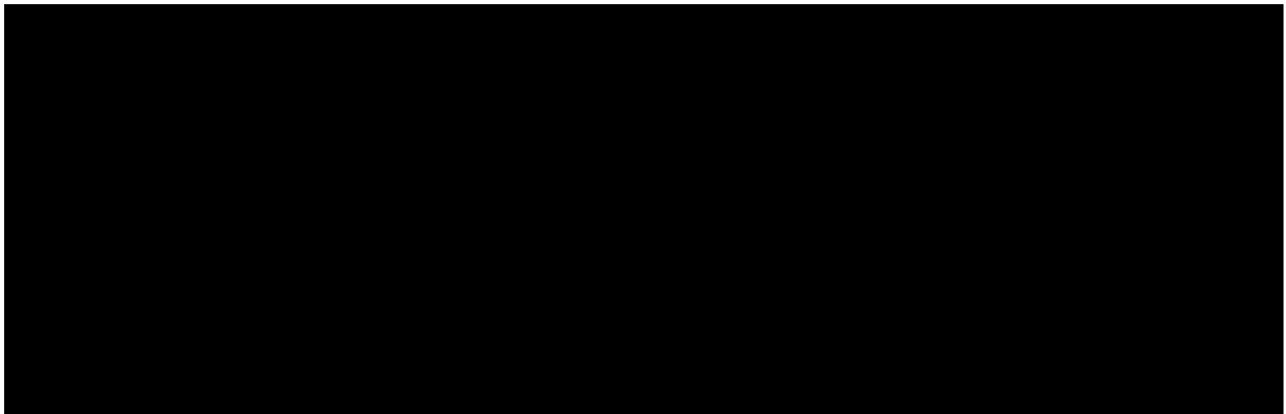
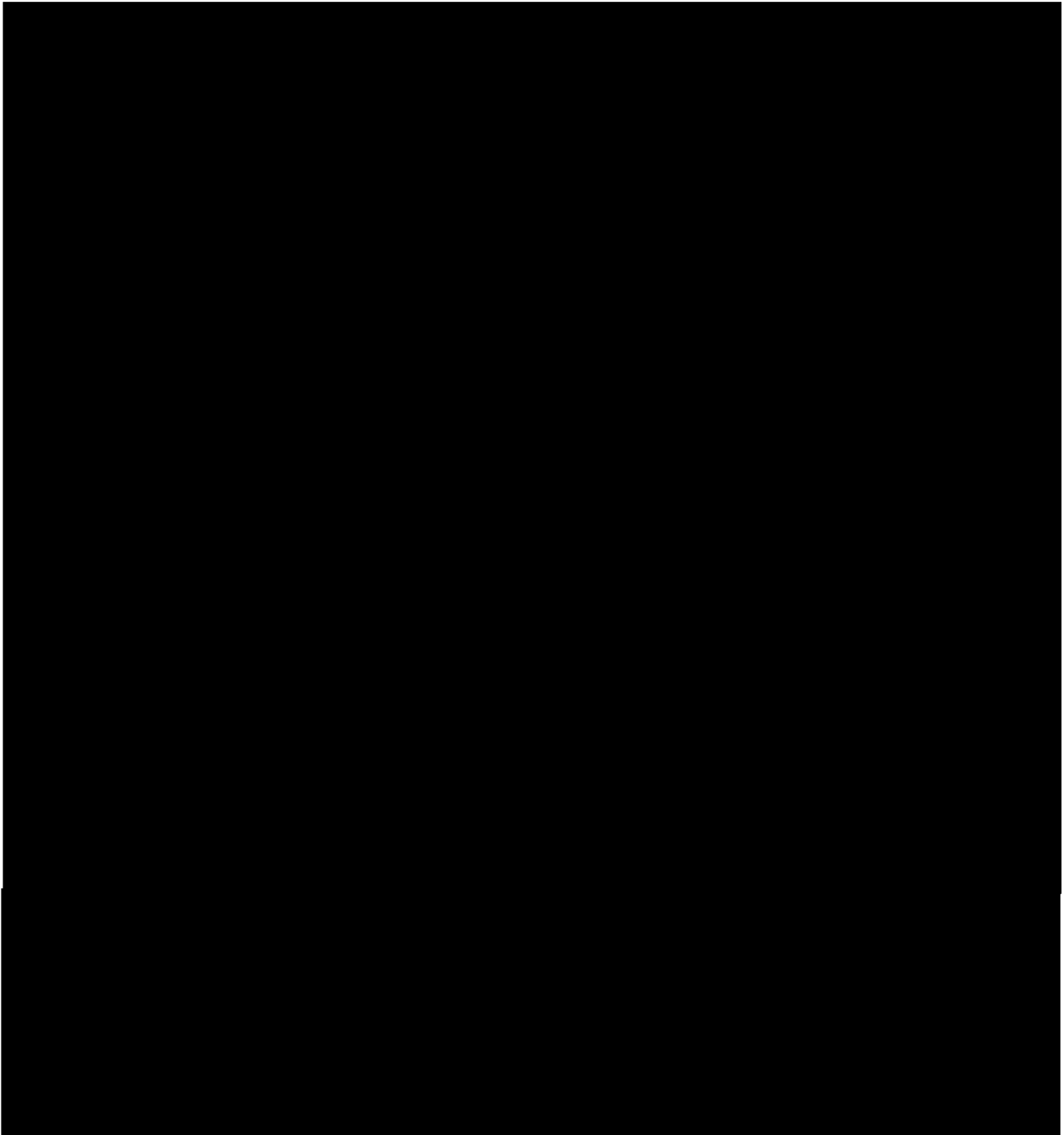
(j) all intangible property rights of Seller used in the Business, including all of the Seller's Intellectual Property used in the Business, including but not limited to trademarks and trade names (including rights to use the names "RFD", "Roins Produce" and "Roins Food Distribution"), know-how, samples, designs, product specifications, confidential and technical information, marketing plans, domain names, website addresses, urls, domain names and all goodwill associated with such Intellectual Property, including the right to sue and recover damages for past, present and future infringements thereof;

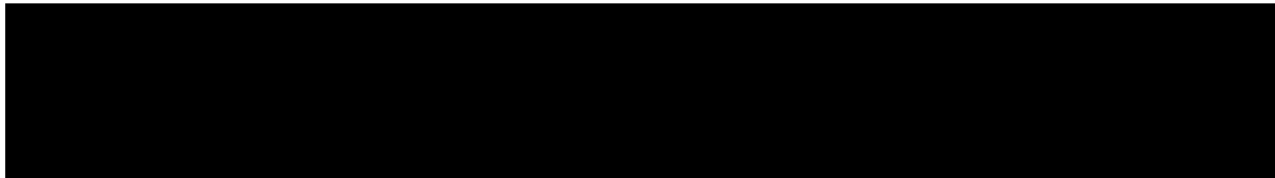




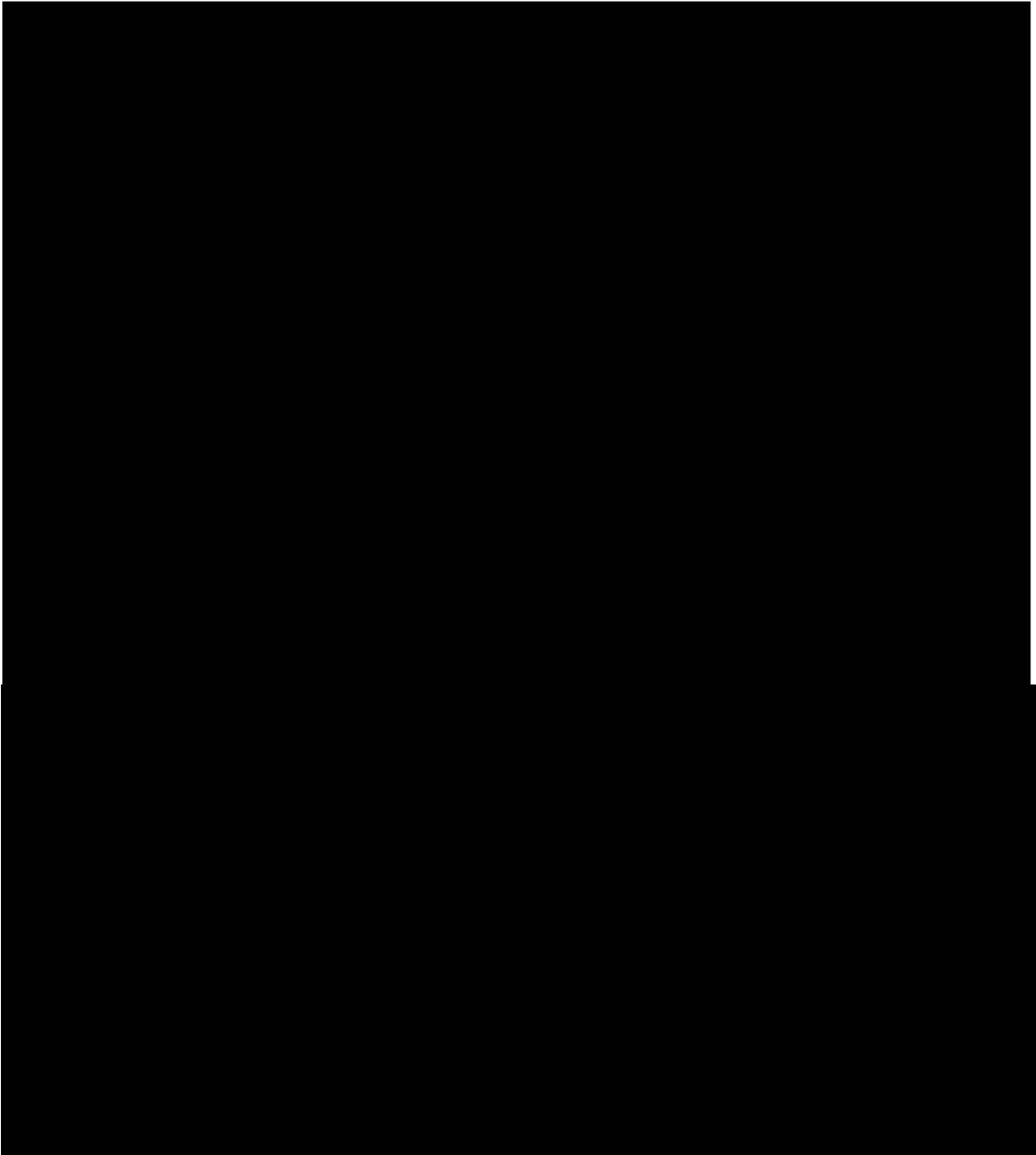
ARTICLE II
Assumption of Liabilities

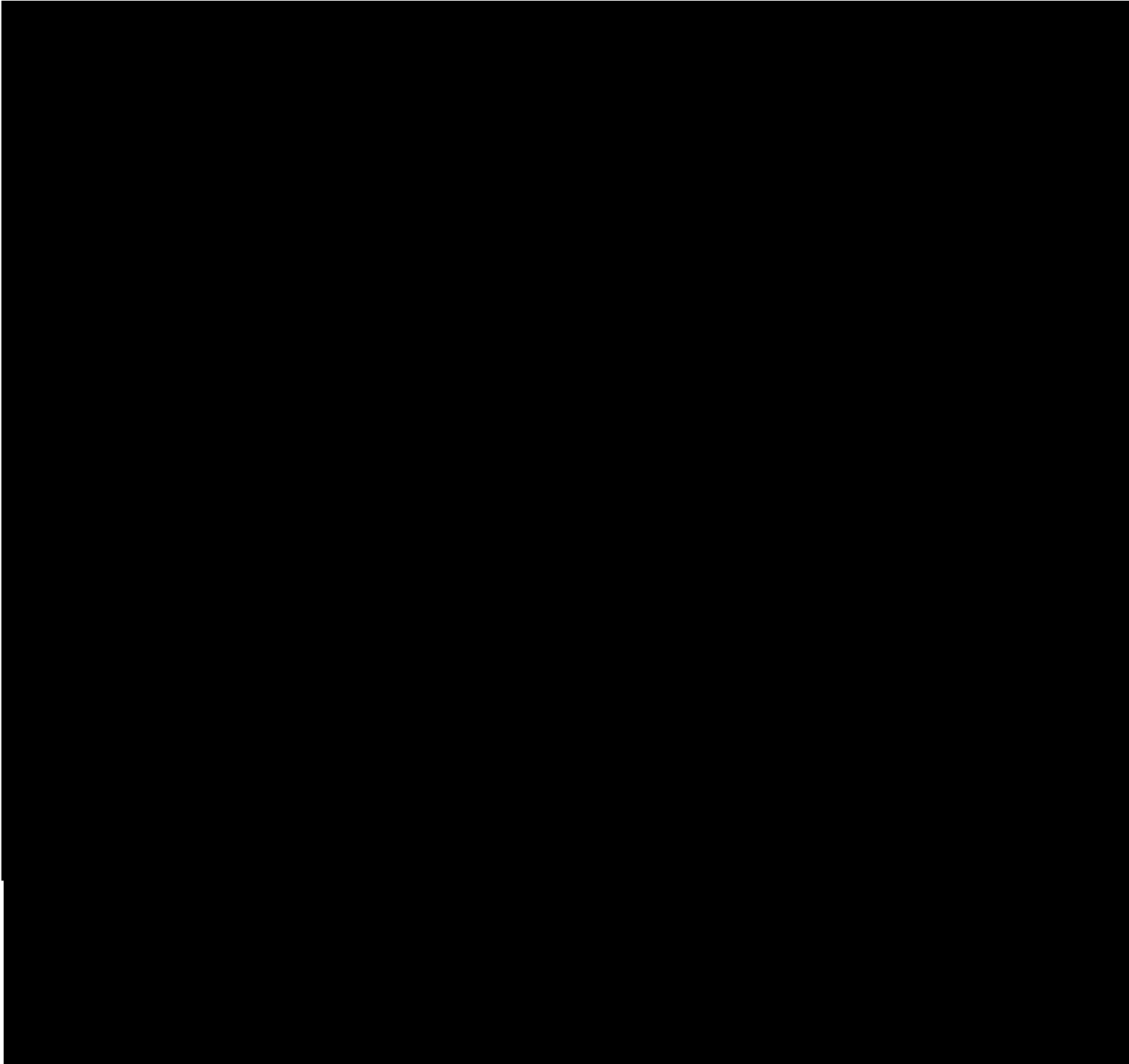




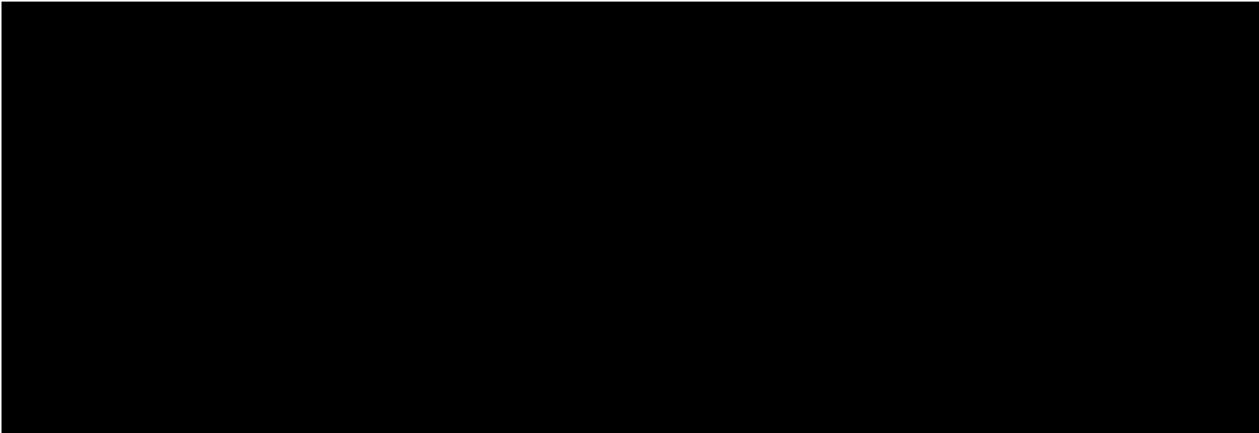


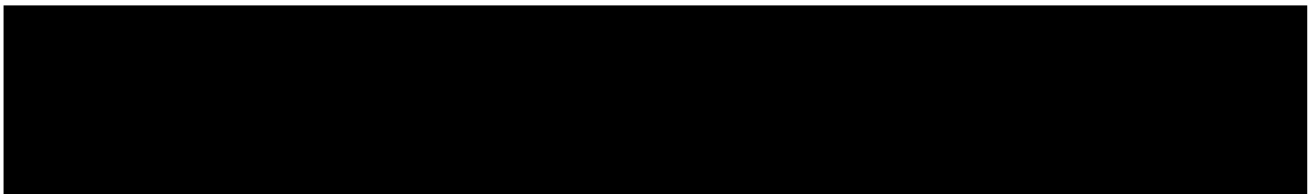
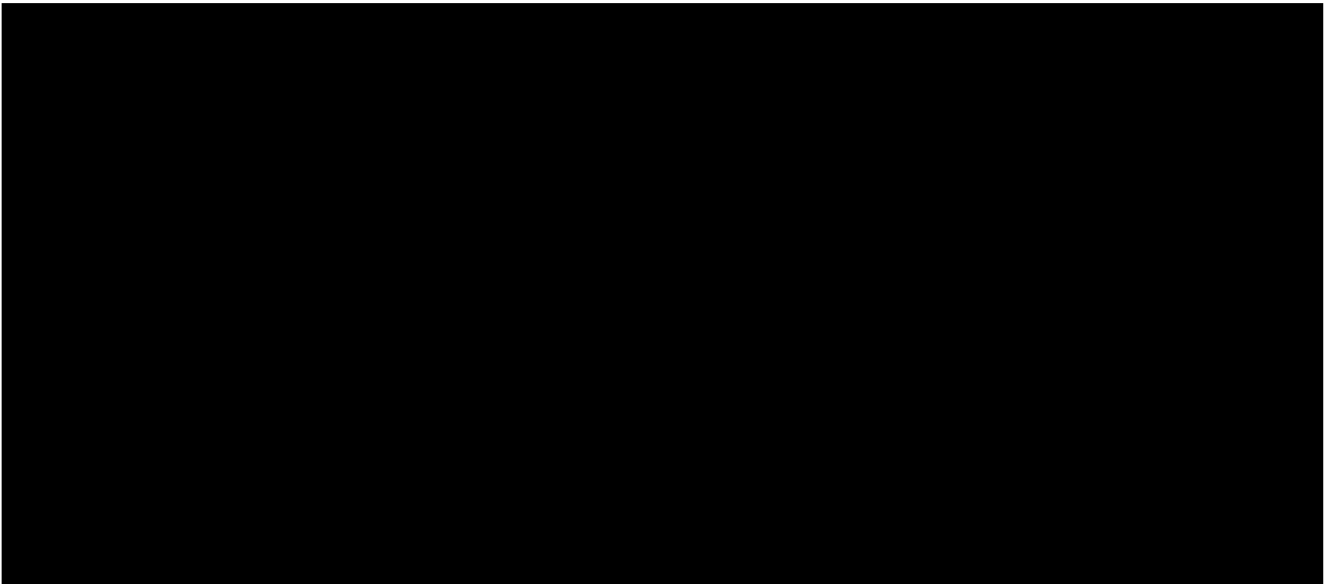
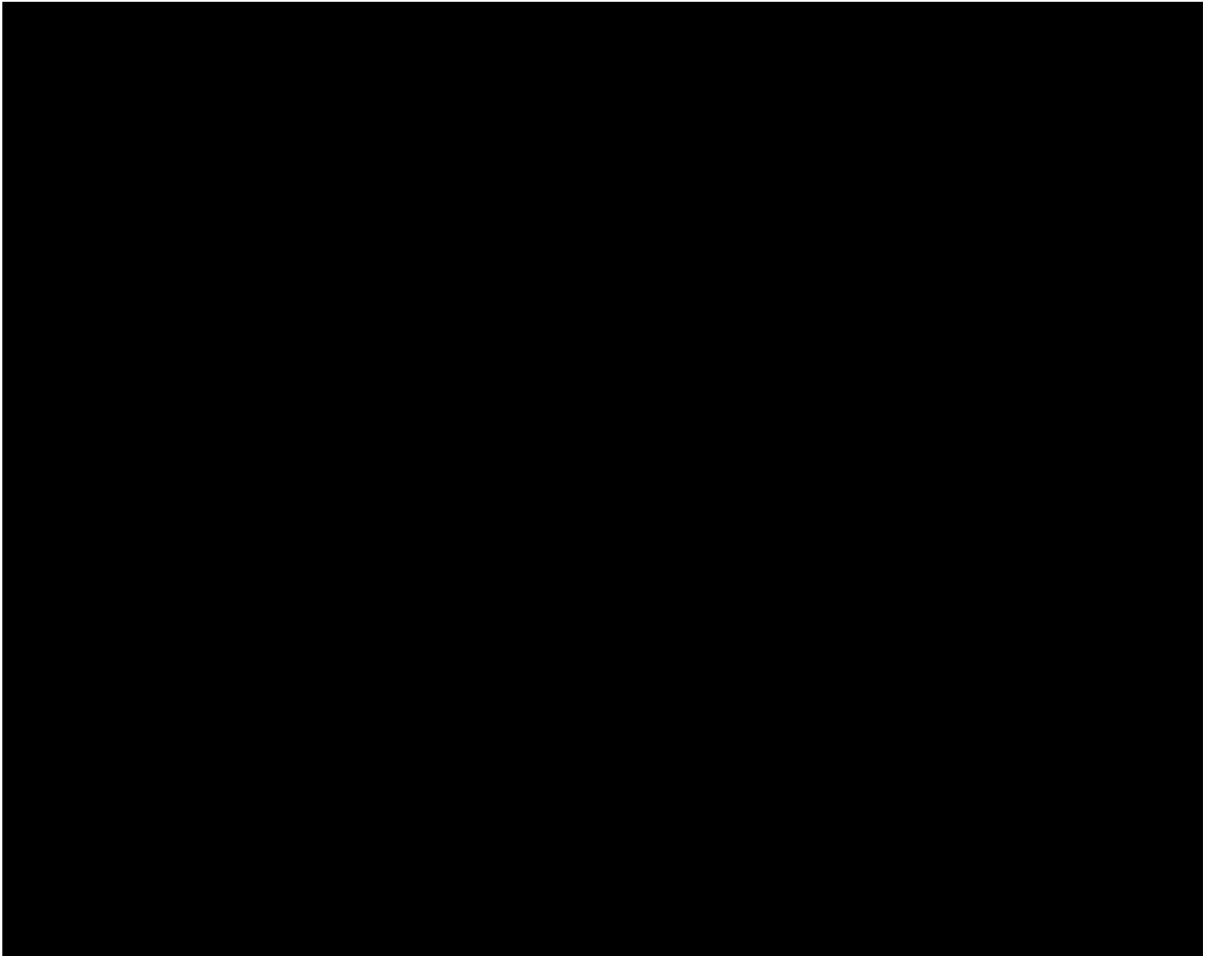
ARTICLE III
Purchase Price; Manner of Payment and Closing

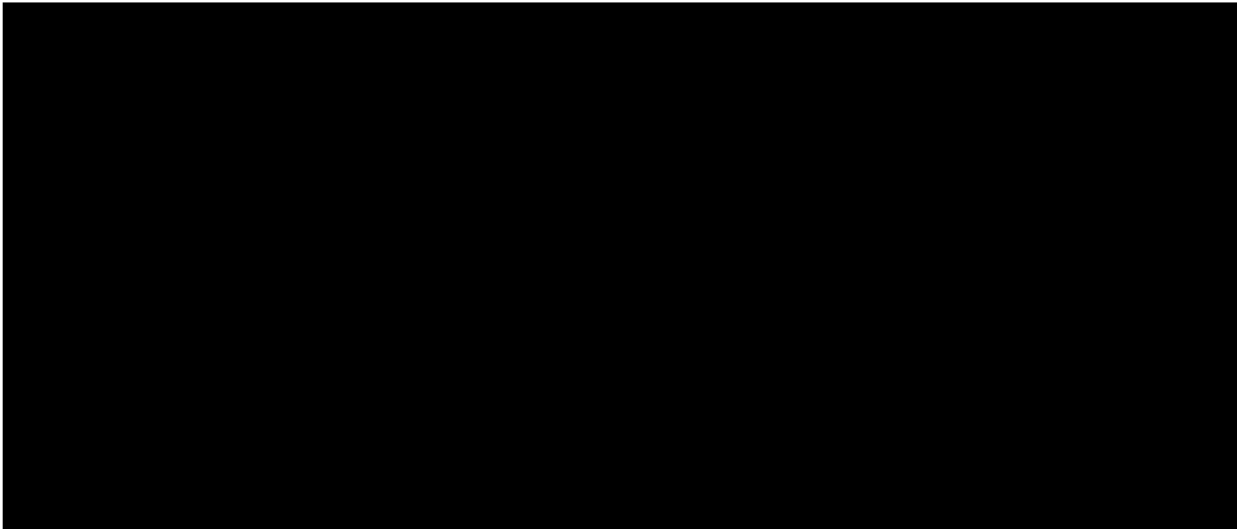
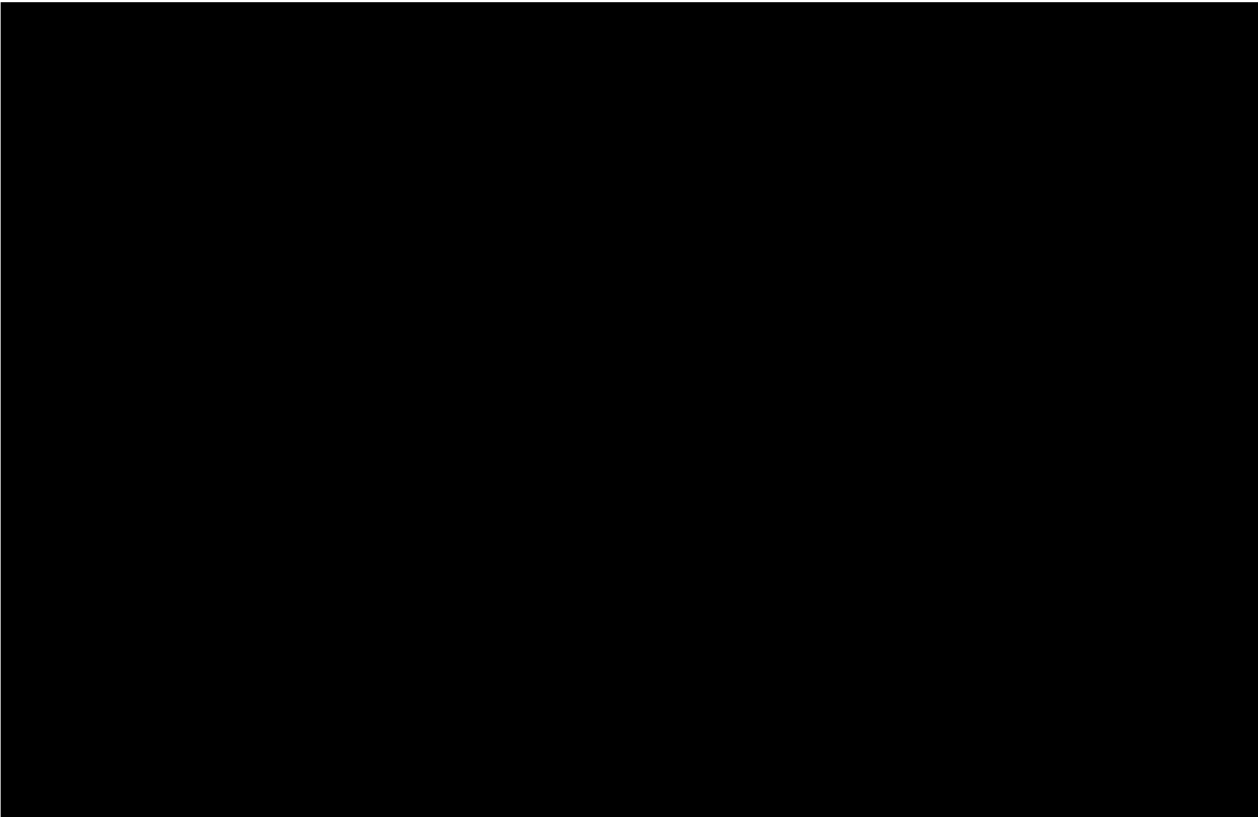




ARTICLE IV
Representations and Warranties





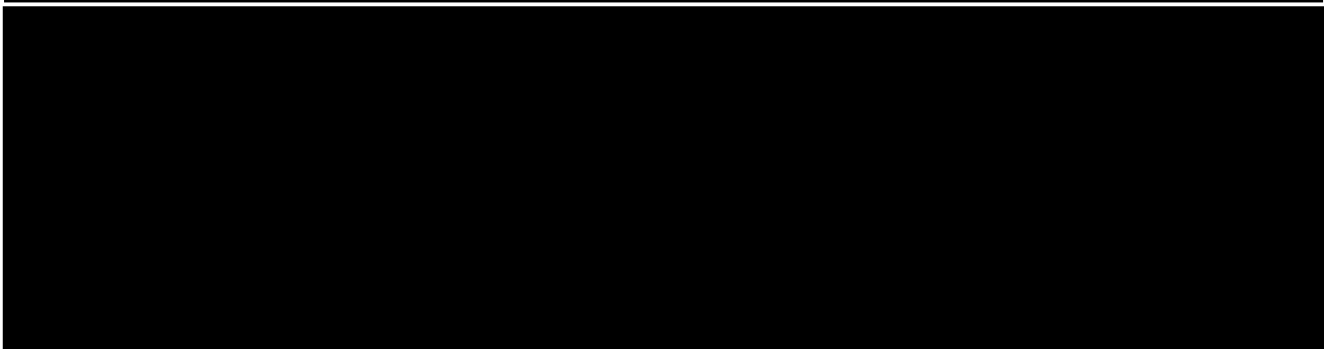
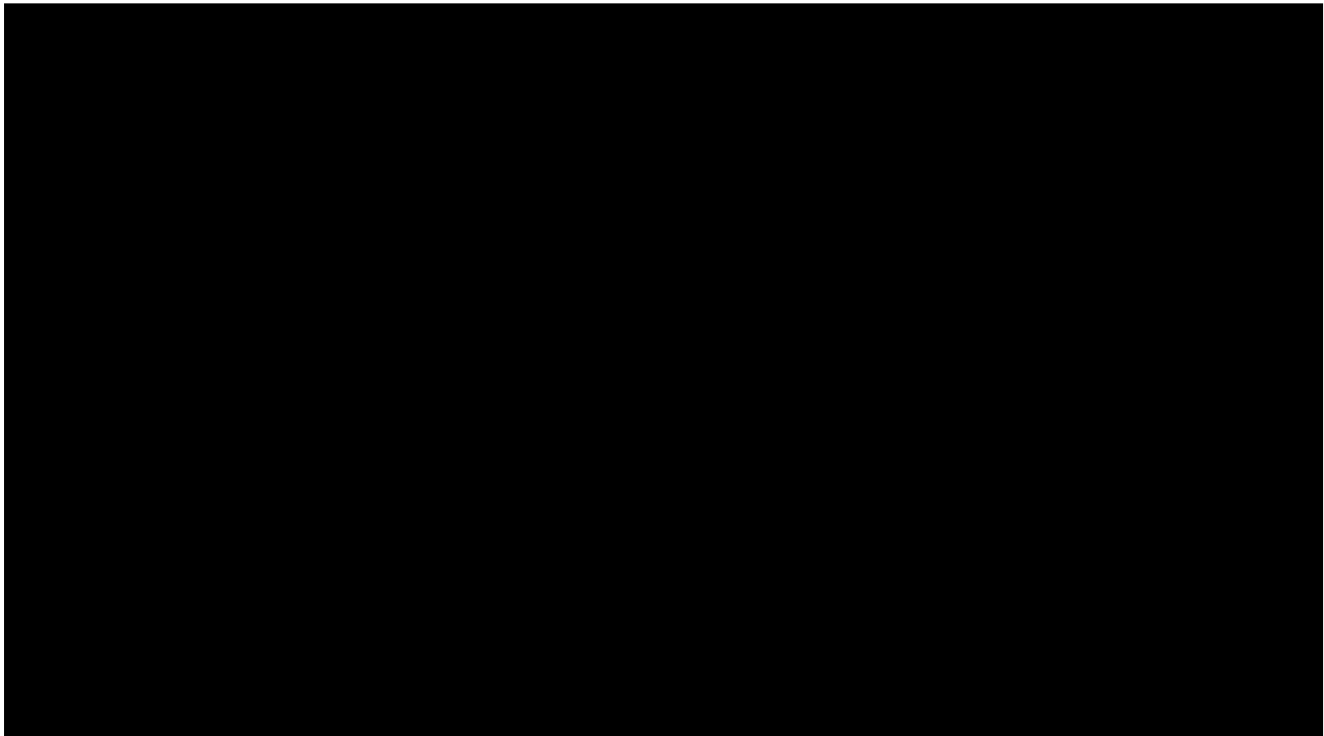


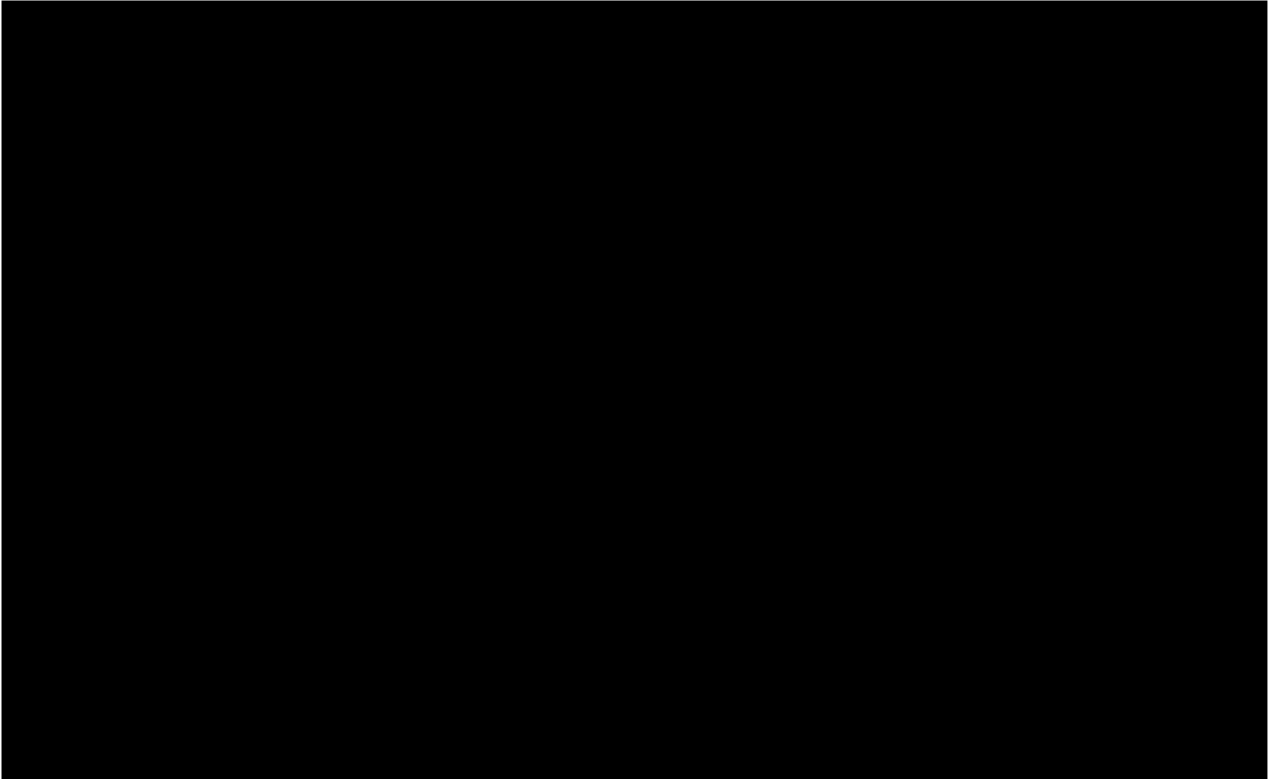
(t) Intellectual Property. Schedule 4.2(t) contains a complete and accurate list of all patented or registered Intellectual Property owned or used by Seller and all material licenses and other rights granted by (x) any third party to Seller or (y) Seller to any third party with respect to any Intellectual Property. Seller owns and possesses all right, title and interest to, or has the right to use pursuant to a valid and enforceable license, all of the Intellectual Property, which constitutes all of the intellectual property used in, or necessary for the operation of the Business as presently conducted and as presently proposed to be conducted, free and clear of all Liens other than Permitted Liens; provided, however, that such representation is made only to Seller's Knowledge with respect to common law trademarks, service marks and trade names. There are no Proceedings pending against Seller asserting the invalidity, misuse or unenforceability of any of the Intellectual Property owned or used by Seller and, to Seller's Knowledge, there is no basis for any such

Proceeding. Seller has not received any written notices of, and has no Knowledge of any facts which indicate a likelihood of, any infringement or misappropriation by, or conflict with, any third party with respect to any Intellectual Property (including any offer, demand or request that Seller license any rights from a third party).

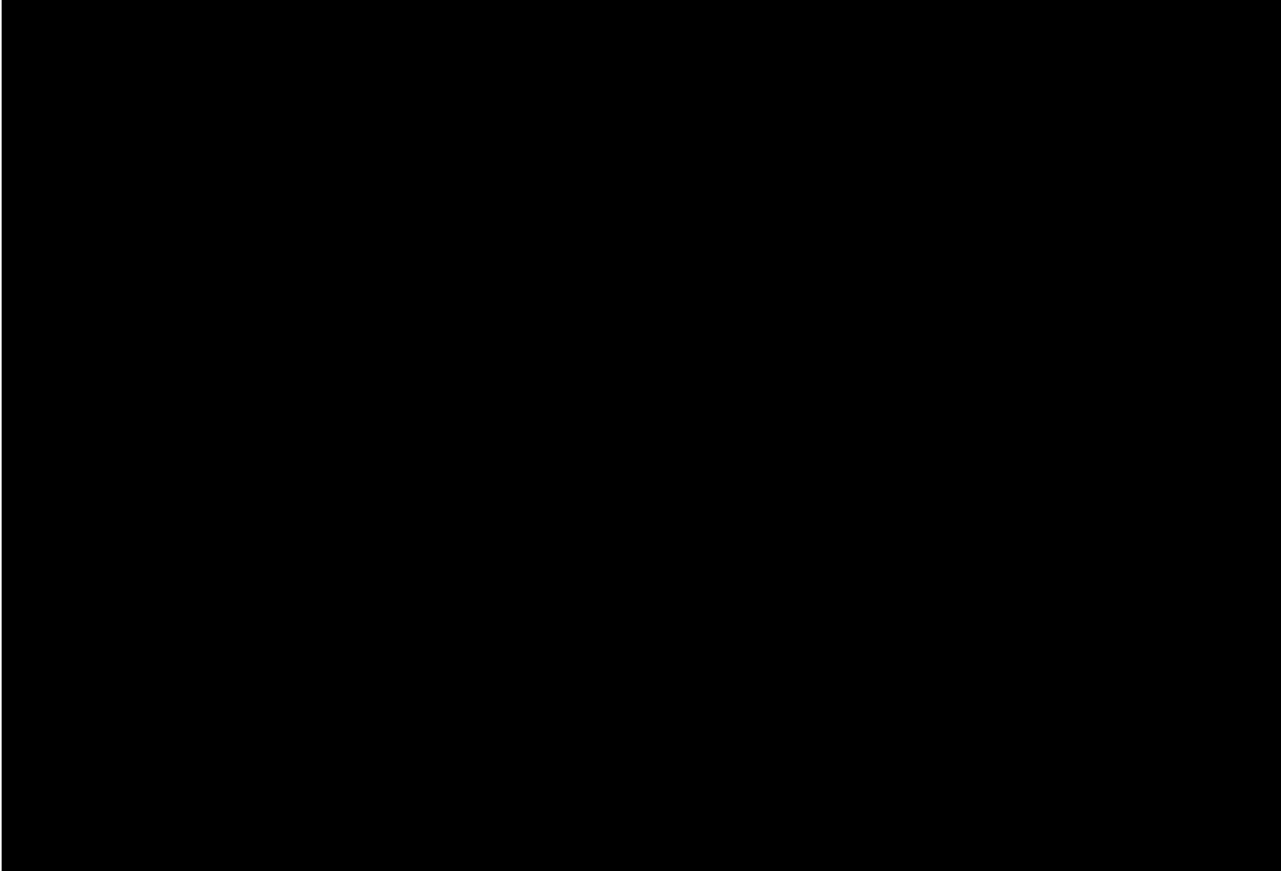


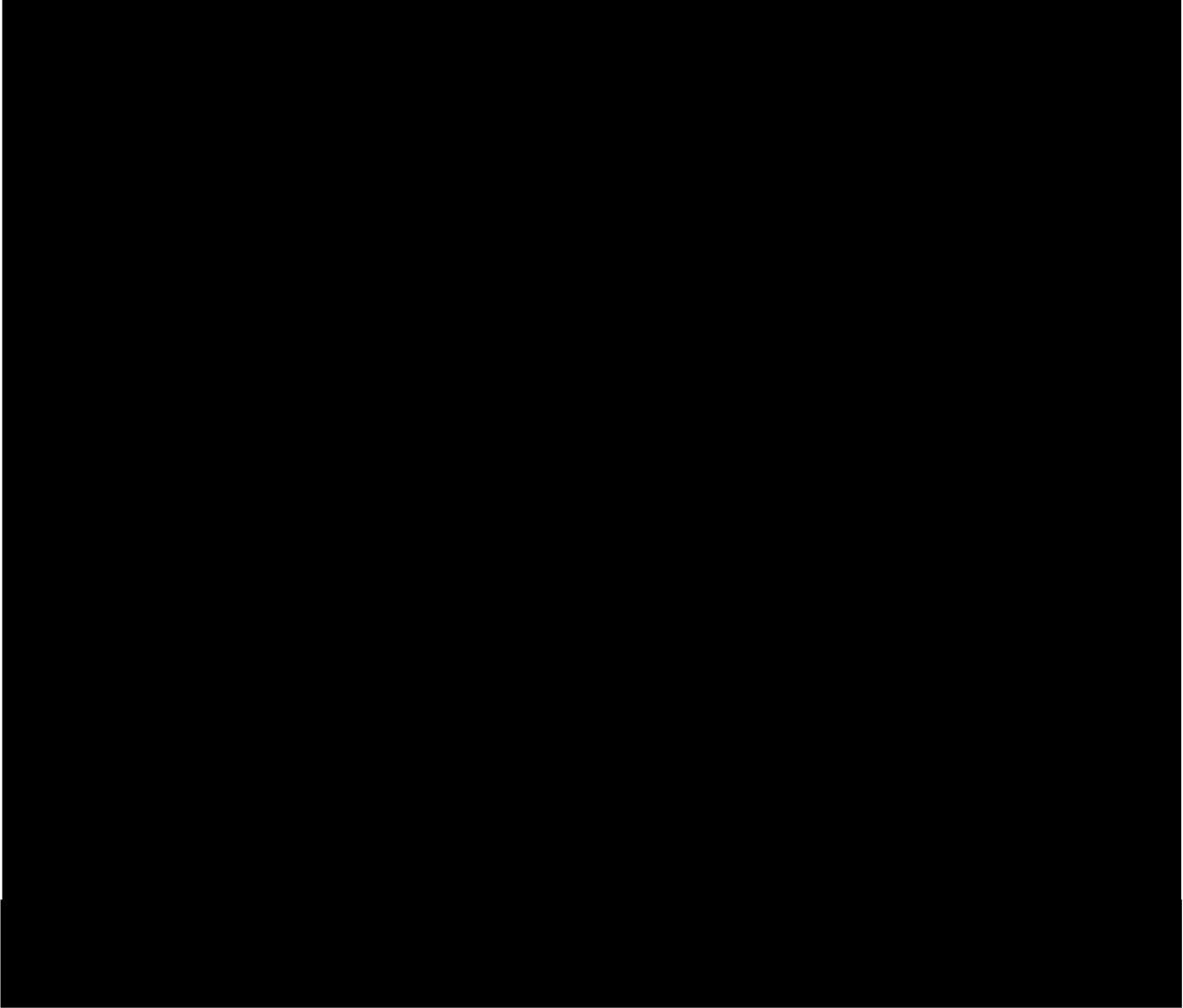
ARTICLE V
Closing Actions and Deliveries





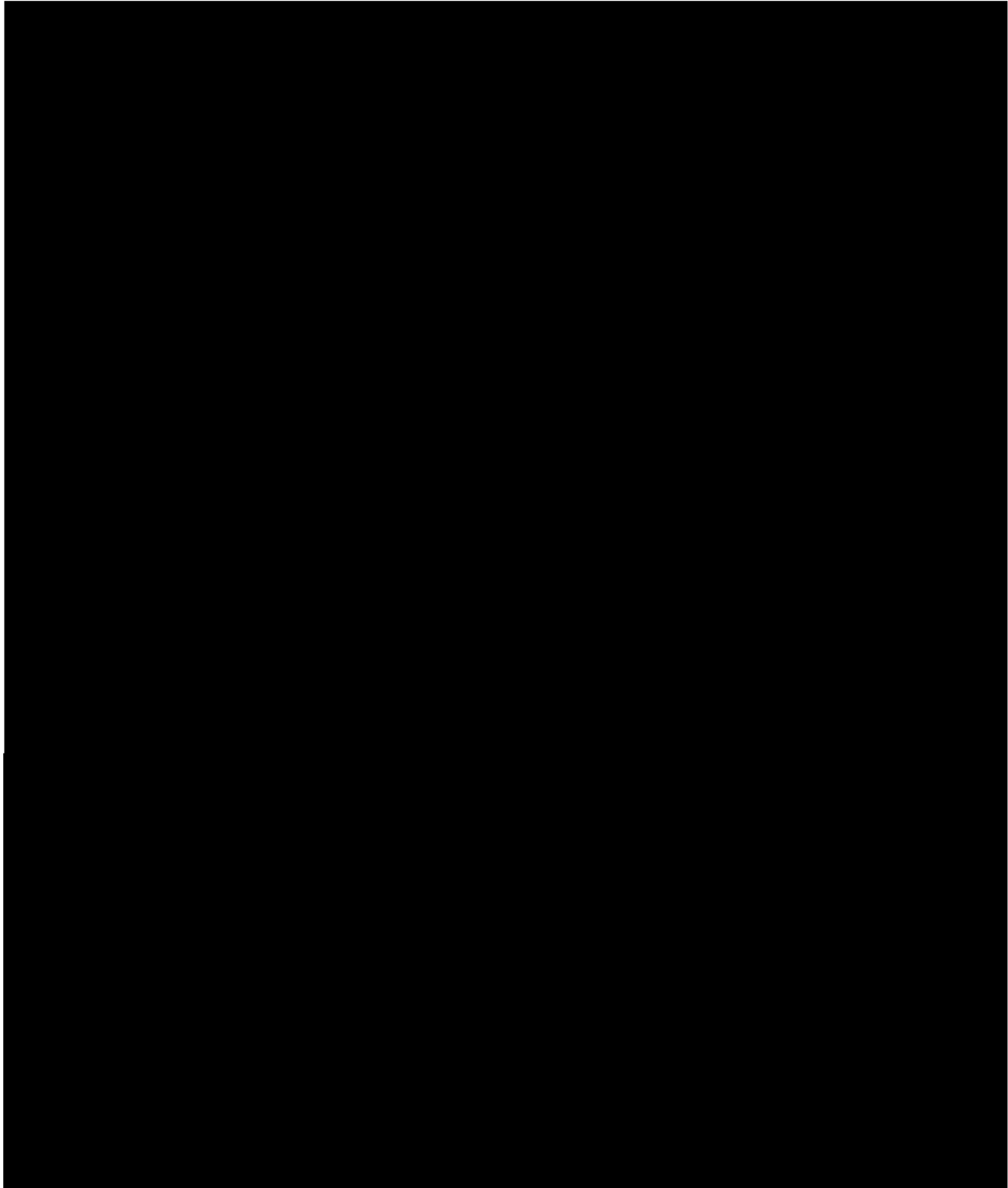
ARTICLE VI
Post-Closing Agreements

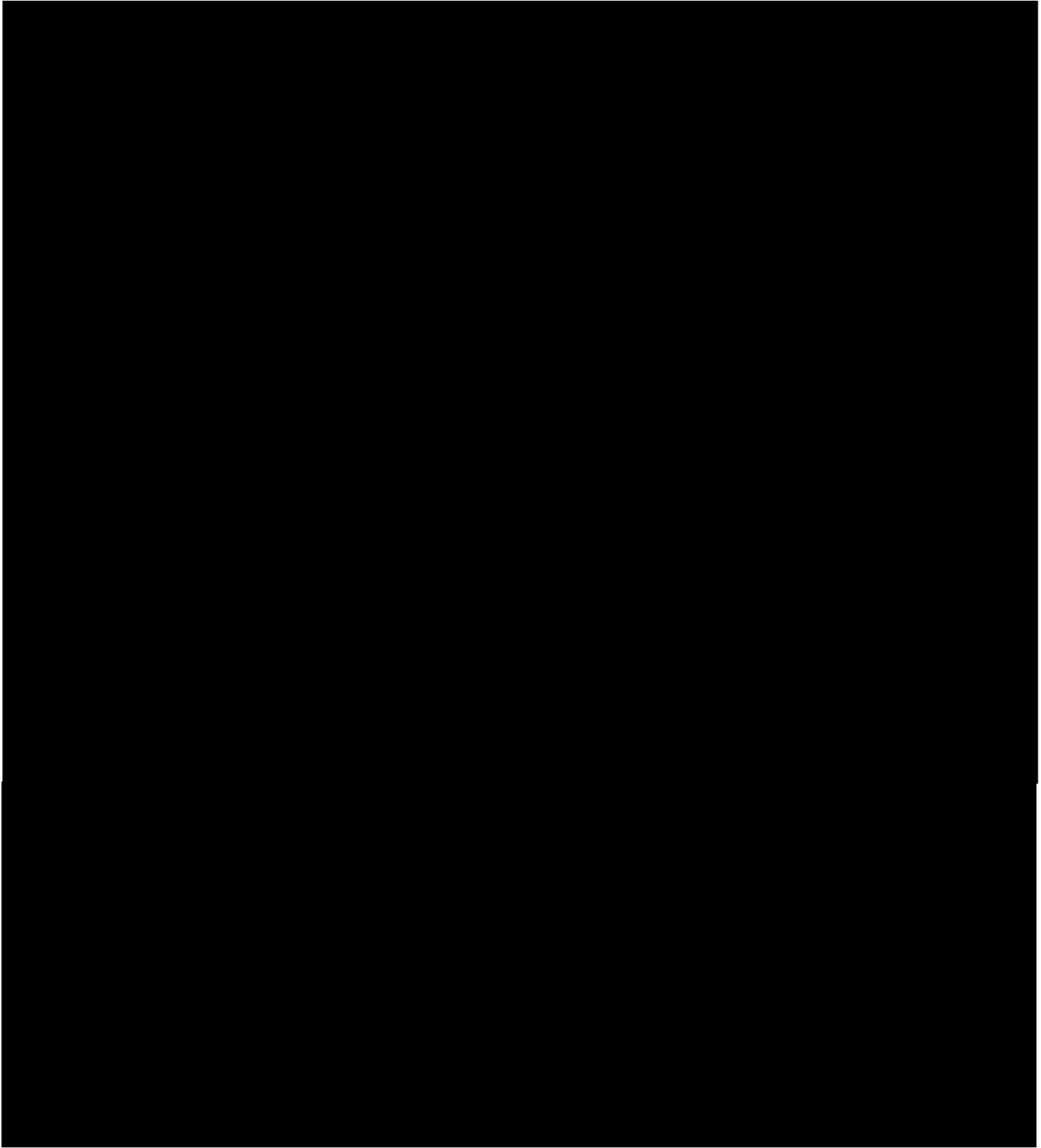




“Intellectual Property” means intellectual property of any type or nature, however denominated, throughout the world, including the following: (i) all classes or types of patents, design patents, utility patents, including originals, divisions, continuations, continuations in part, extensions, reexaminations or reissues, patent applications and invention disclosures for such classes or types of patent rights (whether or not patentable and whether or not reduced to practice); (ii) all trademarks, service marks, trade dress, trade names, product names, Internet domain names and URLs, corporate names, branding, social media arrangements, historical libraries, logos and similar designations of source or origin including all common law marks and the goodwill symbolized by all the foregoing; (iii) all rights of publicity and privacy and all moral rights; (iv) all works of authorship, drawings, design materials, patterns, artwork, plans and copyrightable works, and all registered and unregistered copyrights therein; (v) all know how, trade secrets and proprietary information, ideas, methods, procedures, processes algorithms, technical data, specifications, inventions, creations, improvements, trade secrets and confidential information (including research and development information), manufacturing, product, financial and business processes, designs, plans, improvements, proposals, documentation, and client, customer and supplier lists and related information; (vi) all proprietary computer software, including source code and object code, databases and documentation; (vii) all applications and registrations for the foregoing and renewals or extensions thereof; (viii) all other computer software, systems, databases and the data contained therein, including but not limited to those related to customers, salesforce, operations, and financials (including any such computer

software, systems, databases and data no longer in use); (ix) all tangible embodiments of each of the foregoing (in whatever form and media); and (x) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing.





[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER:

ROINS PRODUCE INC.

By: _____

Name: _____

Title: _____

OWNERS:

By: _____

Name: Matteo LoBue

By: _____

Name: George Tsekos

By: _____

Name: Bill Tsekos

By: _____

Name: Christo Tsekos

PURCHASER:

BELLISSIMO DISTRIBUTION, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER:

ROINS PRODUCE, INC.

By: _____
Name: George Tsekos
Title: President

OWNERS:

By: _____
Name: Matteo LoBue

By: _____
Name: George Tsekos

By: _____
Name: Bill Tsekos

By: _____
Name: Christo Tsekos

PURCHASER:

BELLISSIMO DISTRIBUTION, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER:

ROINS PRODUCE INC.

By: _____

Name: _____

Title: _____

OWNERS:

By: _____

Name: Matteo LoBue

By: _____

Name: George Tsekos

By: _____

Name: Bill Tsekos

By: _____

Name: Christo Tsekos

PURCHASER:

BELLISSIMO DISTRIBUTION, LLC

By:  _____

Name: James DeBruzzi

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER:

ROINS PRODUCE INC.

By: _____
Name: _____
Title: _____

OWNERS:

By: _____
Name: Matteo LoBue


By: _____
Name: George Tsekos

By: _____
Name: Bill Tsekos

By: _____
Name: Christo Tsekos

PURCHASER:

BELLISSIMO DISTRIBUTION, LLC

By:  _____
Name: James DeBruzzi
Title: Chief Financial Officer