

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Napoli Foods, Inc.		05/10/2019	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Ferraro Fine Foods Corp.		
Street Address:	287 S. Randolphville Rd.		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4047845	NAPOLI FOODS	
Registration Number:	4033786	NAPOLI 1980 FINEST QUALITY FOODS	
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>			
Phone:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	01/25/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 10th day of May, 2019, is by and between Napoli Foods, Inc., a Connecticut corporation ("Assignor"), 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 by and among Assignor, Assignee and the other parties named therein (the "Purchase Agreement").

WHEREAS, pursuant to the Bill of Sale, Assignor is selling and assigning to Assignee and certain of its Affiliates, and Assignee and certain of its Affiliates have agreed to purchase and accept from Assignor, all of Assignor's right, title and interest in, to and under all of the Purchased Assets, including all Intellectual Property owned by Assignor (the "Business Intellectual Property");

WHEREAS, it is the intention of the parties hereto 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 the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property from Assignor.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Business Intellectual Property, including, without limitation: (a) the Marks and all 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 patent, copyrights and moral rights, trademark, service mark, trade dress right and trade names and domain name registrations and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Assignor further assigns to Assignee all of Assignor'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 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.

Assignor 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 Assignor'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 Assignee and Assignor 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 Delaware, without regard to its conflict of law provisions.

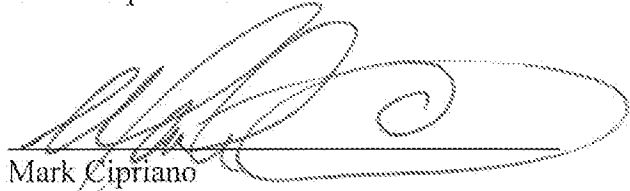
In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[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.

ASSIGNOR:

NAPOLI FOODS, INC.,
a Connecticut corporation

By: 
Name: Mark Cipriano
Title: President

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.

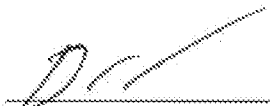
ASSIGNOR:

NAPOLI FOODS, INC.,
a Connecticut corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:


FERRARO FINE FOODS CORP.,
a Delaware corporation

By:  _____
Name: David Gassko
Title: Vice President

SCHEDULE A

Intellectual Property – Marks

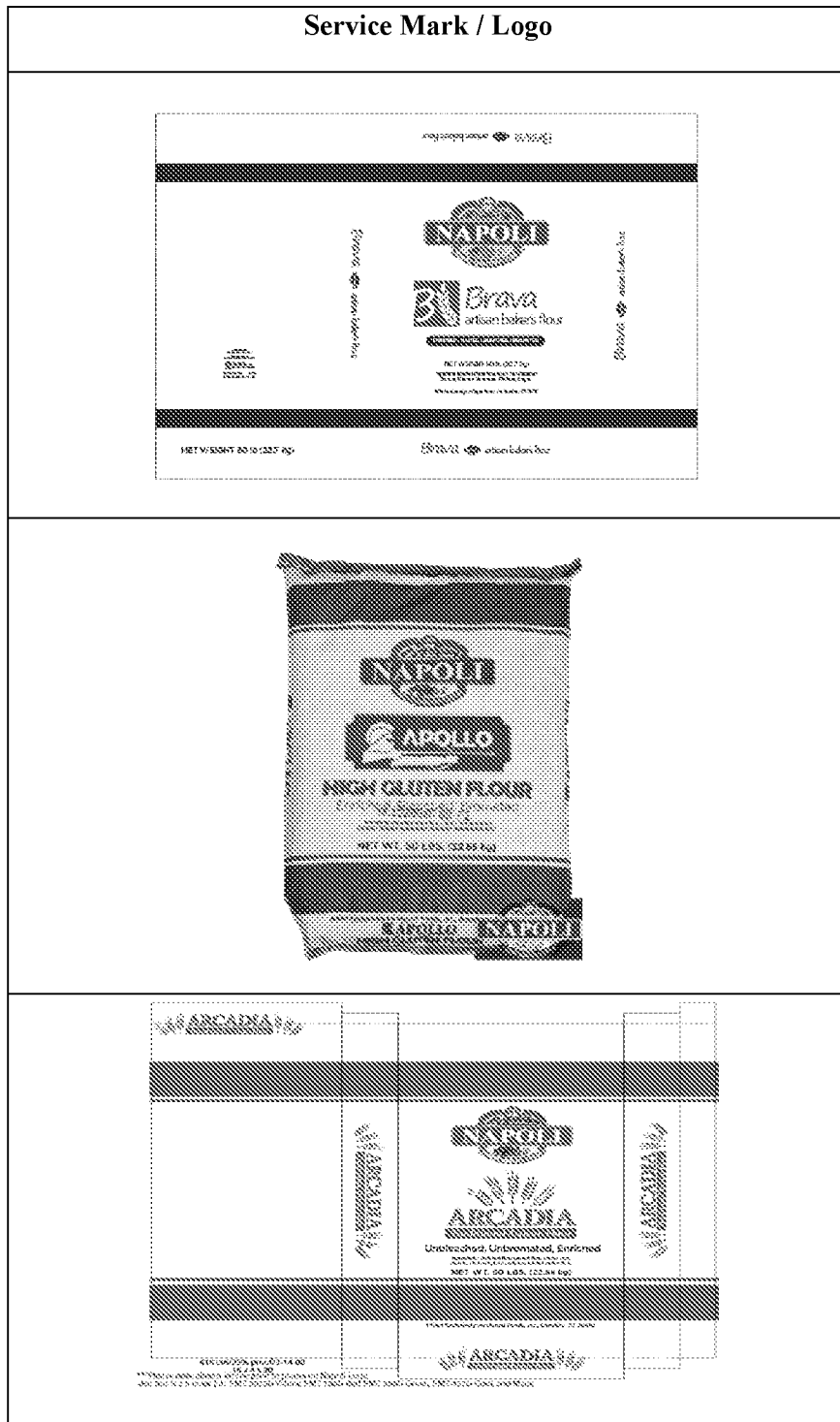
Trademarks:

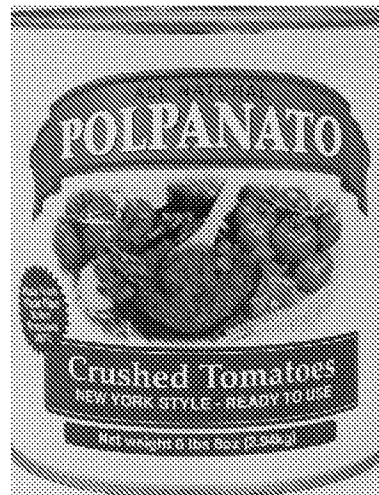
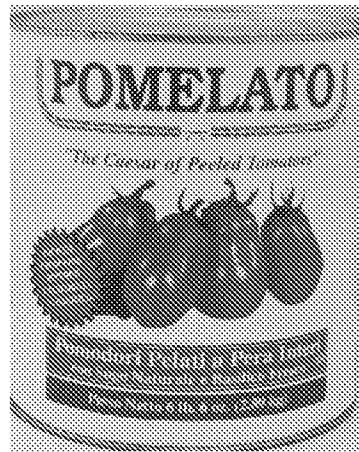
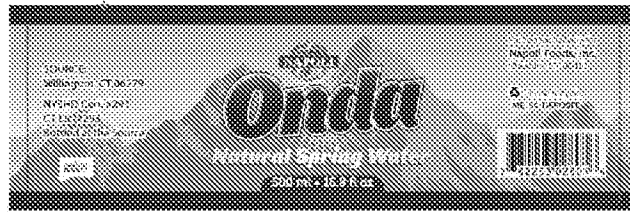
Trademark Name	Registration No.	Registration Date	Service Mark/Logo
Napoli Foods	4047845	11/1/2011	NAPOLI FOODS
Napoli 1980 Finest Quality Foods w/design	4033786	10/4/2011	

Unregistered Product Lines:

Name	Product
Napoli	General
Brava	Flour
Apollo	Flour
Arcadia	Flour
Onda	Bottled spring water
Pomelato	Canned pear & whole tomatoes
Polpanato	Canned crushed tomatoes
Krema	Mozzarella cheese
Prima	Mozzarella cheese

Unregistered Logos and Service Marks:





(Mobile app)

SCHEDULE B

Intellectual Property – Domain Names

<http://napolifoodsinc.com/>

<http://napoli-foods.com>

<http://napl.co>

<http://pomelato.com>

<http://napolifood.com>

<http://napolifoods.net>

<http://napolifoods.us>