

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creмоса Food Company, LLC		01/25/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Ferraro Find Foods Corp.		
Street Address:	287 S. Randolphville Rd.		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5377636	CREMOSA	
Registration Number:	4796097	FINALMENTE	
Registration Number:	3132250	ASTI	
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:	01/28/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this “Assignment”), made this 25th day of January, 2021, is by and among Cremosa Food Company, LLC, a New York limited liability company (“NY Seller”), New Crem Flora, Inc., a Florida corporation (“FL Seller” and, together with NY Seller, each a “Seller” and, collectively “Sellers”), Ferraro Fine Foods of Florida LLC, a Delaware limited liability company (“FL Buyer”), Ferraro Foods of New York East LLC, a Delaware limited liability company (“NY Buyer” and, together with FL Buyer, “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 December 31, 2020, by and among Sellers, Buyer and the other parties named therein (the “Purchase Agreement”).

WHEREAS, pursuant to the Bill of Sale, Sellers are selling and assigning to Buyer and certain of its Affiliates, and Buyer and certain of its Affiliates have agreed to purchase and accept from Sellers, all of Sellers’ right, title and interest in, to and under all of the Purchased Assets, including all Intellectual Property owned by Sellers (the “Business Intellectual Property”);

WHEREAS, in accordance with Section 9.4 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 Sellers 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 Sellers.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, each Seller hereby irrevocably transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of such 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.

Each Seller further assigns to Assignee all of such 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.

Each 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 such 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 Sellers, 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 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.

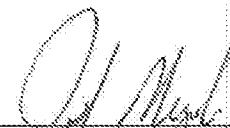
NY SELLER:

CREMOSA FOOD COMPANY, LLC
a New York limited liability company

By: 
Name: Joseph Muzale
Title: CEO

FL SELLER

NEW CREM FLORA, INC.,
a Florida corporation

By: 
Name: Joseph Muzale
Title: CEO

NY BUYER:

FERRARO FOODS OF NEW YORK EAST LLC,
a Delaware limited liability company

By: 
Name: Steven Koch
Title: Vice President

FL BUYER

FERRARO FINE FOODS OF FLORIDA LLC,
a Delaware limited liability company

By: 
Name: Steven Koch
Title: Vice President

ASSIGNEE:

FERRARO FINE FOODS CORP.,
a Delaware corporation


By: 
Name: Steven Koch
Title: Vice President

[Signature Page to IP Assignment]

SCHEDULE A

Intellectual Property – Marks

Trademarks:

Mark Name	Reference #	Application #	Application Date	Registration Date	Jurisdiction
	5377636	87086578	June 28, 2016	January 16, 2018	USA
FINALMENTE	4796097	86175564	January 27, 2014	August 18, 2015	USA
ASTI	3132250	78598862	March 31, 2005	August 22, 2006	USA

SCHEDULE B

Intellectual Property – Domain Names

www.cremosafood.com