

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Martin International Corporation		12/30/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Superior Foods Co.		
Street Address:	4243 Broadmoor Ave. SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75936926	BLACK PEARL	
Serial Number:	75186472	BLACK PEARL	
Serial Number:	78713486	BLACK PEARL ORGANIC	
Serial Number:	76615911	HOOKFISH SUSTAINABLE FISHERY RENEWABLE R	
Serial Number:	77114335	SUSTAINABLE HARVEST	
Serial Number:	85820318	SUSTAINABLE HARVEST	
CORRESPONDENCE DATA			
Fax Number:	6169881701		
<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:	6168311700		
Email:	petersonl@millerjohnson.com		
Correspondent Name:	Brittany R. Harden		
Address Line 1:	45 Ottawa Ave SW		
Address Line 2:	Suite 1100		
Address Line 4:	Grand Rapids, MICHIGAN 49503-4009		
ATTORNEY DOCKET NUMBER:	37407-1		
NAME OF SUBMITTER:	Brittany R. Harden		
SIGNATURE:	/Brittany R. Harden/		

CH \$165.00 75936926

DATE SIGNED:	02/12/2021
---------------------	------------

Total Attachments: 5

source=Superior Foods Trademark Assignment#page1.tif

source=Superior Foods Trademark Assignment#page2.tif

source=Superior Foods Trademark Assignment#page3.tif

source=Superior Foods Trademark Assignment#page4.tif

source=Superior Foods Trademark Assignment#page5.tif

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment") is made and entered into as of December 30, 2020, by and between **MARTIN INTERNATIONAL CORPORATION**, a Massachusetts corporation, of 690 Canton Street, Suite 300, Westwood, Massachusetts 02090 (formerly of 7 Fid Kennedy Avenue, Boston, Massachusetts 02210) (the "Assignor"), and **SUPERIOR FOODS CO.**, a Michigan corporation, of 4243 Broadmoor Ave. SE, Grand Rapids, Michigan 49512 (the "Assignee").

WHEREAS, the Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver to the Assignee certain assets of the Assignor, including without limitation, the trademarks set forth on Schedule A attached hereto (the "Marks"); and

WHEREAS, the Assignee desires to acquire the Assignor's entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby grants, conveys, transfers, and assigns to the Assignee all of the Assignor's rights, title and interest in and to the Marks, together with (a) all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademark that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing.

2. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to transfer to the Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to the Assignee, its successors and assigns, all Certificates of Registration, arising from the applications. The Assignor and the Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to the Assignee and its successors and assigns all of the Assignor's rights in the Marks.

3. General.

3.1 Entire Agreement; Modification. This Assignment contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes

all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3.2 Severability. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by the Assignor and the Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

3.3 Headings; Construction. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to its principles of conflicts of laws.


3.5 Execution; Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment of Trademark solely for the purposes set forth above, all as of the date first above written.

Assignor:

**MARTIN INTERNATIONAL
CORPORATION**
a Massachusetts corporation

By: 
Name: RICHARD MARTIN
Title: PRESIDENT

Assignee:

SUPERIOR FOODS CO.
a Michigan corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment of Trademark solely for the purposes set forth above, all as of the date first above written.

Assignor:

**MARTIN INTERNATIONAL
CORPORATION**
a Massachusetts corporation

By: _____

Name:

Title:


Assignee:

SUPERIOR FOODS CO.
a Michigan corporation

By: _____

Name:

Title:


KEANE BLASZCZYŃSKI
CFO

SCHEDULE A

Trademark	Country	App. No./Reg. No.	Filing Date	Reg. Date	Status
BLACK PEARL	United States of America	75936926	March 4, 2000	March 6, 2001	Registered
BLACK PEARL (and design)	United States of America	75186472	October 22, 1996	February 2, 1999	Registered
BLACK PEARL ORGANIC	United States of America	78713486	September 15, 2005	May 8, 2007	Registered
HOOKFISH SUSTAINABLE FISHERY RENEWABLE RESOURCE ECO FRIENDLY BLACK PEARL (and design)	United States of America	76615911	October 13, 2004	October 3, 2006	Registered
SUSTAINABLE HARVEST	United States of America	77114335	February 23, 2007	December 11, 2007	Registered
SUSTAINABLE HARVEST	United States of America	85820318	January 10, 2013	August 13, 2013	Registered