

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631681

<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>
Magic Doner IP Holdings Inc.		03/12/2021	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vintage Foods IP Holdings Inc		
<b>Street Address:</b>	849 Newark Turnpike		
<b>City:</b>	Kearny		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07032		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5770765	BALKAN VALLEY	
<b>Registration Number:</b>	5649710	MAGIC MEZZE	
<b>Registration Number:</b>	4035247	MAGICGYRO	
<b>Registration Number:</b>	4122044	MAGICDONER	
<b>Registration Number:</b>	4941635	MAGICGYRO	
<b>Registration Number:</b>	4941636	MAGICKEBAB	
<b>Registration Number:</b>	4941637	MAGICDONER	
<b>Registration Number:</b>	5049442	MAGIC KEBAB	
<b>Registration Number:</b>	5582446	E-Z BREAK UP	
<b>Registration Number:</b>	4023021	MAGICCORN	
<b>Registration Number:</b>	4415425	MAGIC GYRO	
<b>Registration Number:</b>	4419163	MAGIC DONER	
<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>	(212) 840-8300		
<b>Email:</b>	hnatter@natterip.com		
<b>Correspondent Name:</b>	Howard Natter		
<b>Address Line 1:</b>	501 5th Ave		
<b>TRADEMARK</b>			

OP \$315.00 5770765

**Address Line 2:** Suite 2111  
**Address Line 4:** New York, NEW YORK 10017

**NAME OF SUBMITTER:** Howard Natter

**SIGNATURE:** /Howard Natter/

**DATE SIGNED:** 03/12/2021

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 12, 2021, is made by Magic Doner IP Holdings Inc. ("Assignor"), a New Jersey corporation, with a principal address at 849 Newark Turnpike, Kearny, New Jersey 07032, in favor of Vintage Foods IP Holdings Inc ("Assignee"), a New Jersey corporation, with a principal address at 849 Newark Turnpike, Kearny, New Jersey 07032.

WHEREAS, Assignor hereby conveys, transfers, and assigns to Assignee certain intellectual property of Assignor, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - a. the trademark registrations set forth on Schedule I hereto (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
  - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present,

and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office to record the transfer of the trademark registrations set forth below to Assignee.
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment  
as of the date first written above.

Magic Doner IP Holdings Inc.




By:   
Name: Suat Levent Demirgil  
Title: President

AGREED TO AND ACCEPTED: Vintage Foods IP Holdings Inc.

By:   
Name: Suat Levent Demirgil  
Title: President

SCHEDULE 1  
ASSIGNED TRADEMARKS

Trademark Registrations

Mark	U.S. Registration Number	Registration Date
BALKAN VALLEY	5770765	June 4, 2019
MAGIC MEZZE	5649710	January 8, 2019
MAGICGYRO	4035247	October 4, 2011
MAGICDONER	4122044	April 3, 2012
	4941635	April 19, 2016
	4941636	April 19, 2016
	4941637	April 19, 2016
MAGIC KEBAB	5049442	September 27, 2016
E-Z BREAK UP	5582446	October 9, 2018
MAGICCORN	4023021	September 06, 2011
MAGIC GYRO	4415425	October 8, 2013
MAGIC DONER	4419163	October 15, 2013