

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
7-Eleven, Inc.		08/31/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Little Peach Holdings LLC		
Street Address:	28 Cox Street		
City:	Hudson		
State/Country:	MASSACHUSETTS		
Postal Code:	01749		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1020740	LI'L PEACH	
Registration Number:	1631949	LI'L PEACH	
CORRESPONDENCE DATA			
Fax Number:	5084598336		
<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:	5084598036		
Email:	kgorham@fletcherilton.com		
Correspondent Name:	Kerry A. Gorham Paralegal		
Address Line 1:	370 Main Street, 11th Floor		
Address Line 2:	Fletcher Tilton PC		
Address Line 4:	Worcester, MASSACHUSETTS 01608		
NAME OF SUBMITTER:	Kerry A. Gorham, Paralegal		
SIGNATURE:	/Kerry A. Gorham, Paralegal/		
DATE SIGNED:	03/16/2021		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

August 31, 2020

This Trademark Assignment Agreement ("Agreement"), effective as of [REAL ESTATE CLOSING DATE] (the "Effective Date"), is made and entered into by and between 7-Eleven, Inc., a Texas corporation with the principal address of 3200 Hackberry Road, Irving, TX 75063 ("Seller"), on the one hand, and Little Peach Holdings LLC, a Massachusetts LLC with its principal address of 28 Cox Street, Hudson, MA 01749 ("Buyer"), on the other hand. Seller and Buyer are referred to herein collectively as the "Parties."

Seller is the owner of the trademarks listed in the attached Schedule A, all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (collectively, the "LI'L PEACH Marks");

Seller desires to transfer, and Buyer desires to acquire, all right, title and interest in and to the LI'L PEACH Marks throughout the United States, including, without limitation, all applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the LI'L PEACH Marks;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

1. Payment. On the Effective Date, Buyer shall pay to Seller a first payment of \$5,000 (Five Thousand US Dollars). Within 90 days after the Effective Date, Buyer shall pay to Seller a second and final \$5,000 payment.

2. Assignment. Within seven (7) days of payment of the second and final \$5,000 payment pursuant to paragraph 1 above, Seller will execute and deliver to Buyer a copy of the Trademark Assignment attached hereto as Schedule B, pursuant to which Seller will assign all right, title and interest in and to the LI'L PEACH Marks throughout the United States, including, without limitation, all applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the LI'L PEACH Marks.

3. Temporary License. Seller hereby grants Buyer a United States nationwide, royalty-free, non-exclusive, non-transferable, revocable right and license (the "License") to use the LI'L PEACH Marks in connection with Buyer's convenience store services. Such License is effective as of Effective Date and expires upon the earlier of: (a) the Assignment of the LI'L PEACH Marks to Buyer pursuant to Paragraph 2, or (b) 100 days from the Effective Date. If Buyer fails to make all payments required by Paragraph 1 within 100 days from the Effective Date, the License automatically terminates and all rights in the LI'L PEACH Marks will remain with Seller. Buyer agrees that the nature and quality of all services provided pursuant to the License will conform to standards of quality generally acceptable in the convenience store industry and will not violate any laws of the United States. If the services provided by Buyer under the License fail to maintain such level of applicable quality, Seller may notify Buyer in writing of such non-conformity, whereupon Buyer will use commercially reasonable efforts to promptly cure the non-conformity.

TRADEMARK

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4. Representations. Seller represents to the best of its knowledge and belief and without warranty that as of the Effective Date:

a. Seller is the owner of all right, title and interest in the LI'L PEACH Marks, including the trademark applications and registrations appurtenant thereto;

b. U.S. Trademark Registration Nos. 1,020,740 and 1,631,949 are valid and subsisting in full force, unrevoked, and un-cancelled;

c. Seller and/or its subsidiaries or licensees has made bona fide use of the LI'L PEACH Marks in commerce, as defined by 15 U.S.C. § 1127, on or in connection with retail grocery and/or convenience store services in the ordinary course of trade; and

d. To the best of Seller's knowledge, there are no pending or threatened infringement actions against the LI'L PEACH Marks.

5. Use of the LI'L PEACH Marks. Upon the Assignment of the LI'L PEACH Marks to Buyer, Seller agrees to make commercially reasonable efforts to phase out and forever cease and desist, throughout the United States, any and all use of the LI'L PEACH Marks including, but not limited to, on building signage, posters, social media, and Internet domain names and websites. Should Buyer notify Seller of any ongoing use by Seller of the LI'L PEACH Marks beyond a commercially reasonable period, Buyer shall notify Seller of the ongoing use and Seller will cease such use in a commercially reasonable timeframe. If there is any dispute between the parties regarding the requirements of this paragraph, the parties will confer in good faith to resolve such dispute. If the parties are unable to resolve any such dispute, the parties will submit the dispute to mediation pursuant to the then-current rules of the American Arbitration Association prior to commencing any litigation.

6. Cooperation. The Parties shall cooperate fully in the execution of all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes any prior written or oral understandings between the Parties regarding such subject matter.

8. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereto will be governed by the substantive laws of the State of Texas, or where pre-empted, by the appropriate body of federal law of the United States.

9. Ambiguities. This Agreement has been the subject of negotiations and discussions by and between the Parties. Each party acknowledges that it negotiated this Agreement with full opportunity to consult with legal counsel and negotiate revisions to the terms agreed upon. It has been and shall be construed to have been drafted by all the Parties to it, so that any rule of construction construing ambiguities against the drafter shall have no force or effect.

10. Confidentiality. Except as otherwise provided herein, the Parties agree that the content of this Agreement shall remain confidential. The Parties agree not to disclose any of the

terms of this Agreement to any third party without the prior written consent of the non-disclosing party, except as may be required by a party's legal counsel, accountant or insurer, or by order of a court of competent jurisdiction. The terms of this Paragraph 10 shall not apply to the Trademark Assignment attached at Schedule B, which may be publicly recorded with the USPTO.

11. Counterparts. This Agreement may be executed in duplicate originals or counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. Facsimile and PDF signatures shall be accepted as originals.

The Parties have caused the Agreement to be executed by their duly authorized representatives who are authorized to bind the respective parties.

SELLER

7-Eleven, Inc.

By: 

Name: Nathanael Gardner

Title: Attorney-in-Fact

Date: 04/30/2020

By: 

Name: Robin D. Bryant

Title: Assistant Secretary

Date: 04/30/2020

BUYER

Little Peach Holdings LLC

By: 

Name: Christopher T Pendleton


Title: Manager

Date: 04/27/2020

SCHEDULE A

SCHEDULE A

L'L PEACH Marks

Mark	Goods/Services	Reg. No.	Reg. Date
L'L PEACH	Cl 42 - Retail grocery store service.	1020740	16 Sep 1975
	Cl 42 - Retail grocery store service.	1631949	15 Jan 1991

SCHEDULE B

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement"), effective as of the date of the last signature below (the "Effective Date"), is made and entered into by and between 7-Eleven, Inc., a Texas corporation with the principal address of 3200 Hackberry Road, Irving, TX 75063 ("Assignor"), on the one hand, and Little Peach Holdings LLC, a Massachusetts LLC with its principal address of 28 Cox Street, Hudson, MA 01749 ("Assignee"), on the other hand.

Assignor is the owner of the trademarks listed in the attached Schedule A, all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (collectively, the "Trademarks");

Assignor desires to transfer, and Assignee desires to acquire, all right, title and interest in and to the Trademarks throughout the world, including, without limitation, all applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the Trademarks;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee all right, title and interest in and to the Trademarks throughout the world, including, without limitation, all applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the Trademarks, including the right to license the Trademarks to others and the right to renew any trademark registration which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not made.

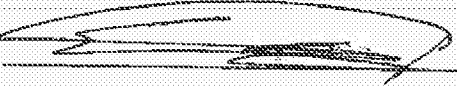
2. Authorization to Record. Assignor hereby authorizes Assignee to record this Assignment in the relevant trademark offices throughout the world.

Assignor has executed and delivered this instrument to Assignee on the date first noted above, and Assignee acknowledges receipt of the same.

SELLER
7-Eleven, Inc.

By: 
Name: Nathanael Garuner
Title: Attorney-in-Fact
Date: 04/30/2020

BUYER
Little Peach Holdings LLC

By: 
Name: Christopher T Pendleton
Title: Manager
Date: 04/27/2020