

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634432

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900604005		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TENDER GROUP, LLC		12/28/2020	Limited Liability Company: DELAWARE
THREEJERKS, LLC		12/28/2020	Limited Liability Company: CALIFORNIA
JORDAN BARROCAS		12/28/2020	INDIVIDUAL:
DANIEL FOGELSON		12/28/2020	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rastelli Brothers, Inc.		
<b>Street Address:</b>	300 Heron Drive		
<b>City:</b>	Swedesboro		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08085		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4496318	THREE JERKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<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>	2152992085		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	Michael J. Leonard		
<b>Address Line 1:</b>	997 Lenox Drive, Bldg. 3		
<b>Address Line 2:</b>	Fox Rothschild LLP		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>ATTORNEY DOCKET NUMBER:</b>	156638.00047		
<b>NAME OF SUBMITTER:</b>	Carol Donahue		
<b>SIGNATURE:</b>	/Carol Donahue/		

<b>DATE SIGNED:</b>	03/25/2021
---------------------	------------

**Total Attachments: 6**

source=Three Jerks assignment#page1.tif

source=Three Jerks assignment#page2.tif

source=Three Jerks assignment#page3.tif

source=Three Jerks assignment#page4.tif

source=Three Jerks assignment#page5.tif

source=Three Jerks assignment#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") effective as of February 8, 2021, by and among TENDER GROUP, LLC, a Delaware limited liability company, THREE JERKS, LLC, a California limited liability company, JORDAN BARROCAS, an individual, and DANIEL FOGELSON, an individual (hereinafter, collectively "Assignors") and RASTELLI BROTHERS, INC., a New Jersey corporation ("Assignee", and together with the Assignors, hereafter collectively, sometimes referred to as "the Parties.")

WHEREAS the Parties have entered that certain Asset Purchase Agreement effective even date herewith (the "Asset Purchase Agreement") pursuant to which Assignee purchased certain assets of Assignors, including, without limitation, substantially all of the assets of the Assignors' Intellectual Property (as defined below); and

WHEREAS, the Asset Purchase Agreement requires Assignors to assign to Assignee their entire right, title and interest in and to the Intellectual Property; and

WHEREAS, Assignors and Assignee desire to effectuate such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties represent, covenant and agree as follows:

### Definitions

"Purchased Assets" shall have the meaning set forth in Section 1.1 of the Asset Purchase Agreement.

"Intellectual Property" means all license agreements relating to patents and/or inventions, and all Trade Secrets, know how, proprietary information, all Copyrights, Trademarks, service marks, trade dress, and all other forms of trade identifiers (whether registered or unregistered) including but not limited to trade names, domain names and social media handles owned by or licensed to Assignors.

"Copyrights" means all copyrights and mask work rights owned by Assignors, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works, including, without limitation, any software, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), Internet web-sites and the content thereof, and any other works of authorship, together with all rights associated with any of the foregoing as used in connection with the operation of the Business (as defined in the Asset Purchase Agreement).

"Trademarks" means all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locators (URLs), internet domain names, social media handles and names, sponsored

links and keywords, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations, applications to register and all of the goodwill of the business related to the foregoing, foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction and owned or licensed by Assignors, together with all rights associated with any of the foregoing as used in connection with the operation of the Business (as defined in the Asset Purchase Agreement), including without limitation, those certain Marks as defined in and shown on Exhibit 1.1(e) of the Asset Purchase Agreement.

"Trade Secrets" means all rights arising from or in respect to trade secrets and other confidential or proprietary information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether or not protected, created or arising under the laws of the United States or any other jurisdiction, in each case owned or licensed by Assignors and used in connection with the operation of the Business (as defined in the Asset Purchase Agreement)..

1. Assignment. Assignors hereby grant, assign and convey to Assignee all of its right, title and interest in and to the Intellectual Property, including, but not limited to those assets set forth on the attached Schedule, free and clear of all liens, licenses and encumbrances.

2. Right to Sue for Past Infringement. Assignors also assign to Assignee any and all claims for past damages by reason of past infringement or misappropriation of the Intellectual Property, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

3. Cooperation. Assignors agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Entire Agreement. This Assignment, together with the Asset Purchase Agreement, contains the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

5. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by and construed under the laws of the State of New Jersey, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

**ASSIGNORS:**

**THREEJERKS, LLC**

By: Jordan Barrocas  
Name: Jordan Barrocas  
Title: Manager

Date: 12/28/20

Jordan Barrocas  
**JORDAN BARROCAS**

.....  
**DANIEL FOGELSON**

**TENDER GROUP, LLC**

By: Jordan Barrocas  
Jordan Barrocas, Three Jerks Manager

By: \_\_\_\_\_  
Ray Rastelli, III, RayJohn Manager

**ASSIGNEE:**

**RASTELLI BROTHERS, INC.**

By: \_\_\_\_\_  
Raymond M. Rastelli, Jr.,  
President

Date: \_\_\_\_\_

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNORS:

THREEJERKS, LLC


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
JORDAN BARROCAS

\_\_\_\_\_  
DANIEL FOGELSON

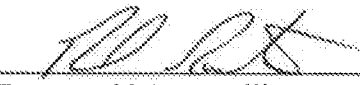
TENDER GROUP, LLC

By: \_\_\_\_\_  
Jordan Barrocas, Three Jerks Manager

By:   
Ray Rastelli, III, RayJohn Manager

ASSIGNEE:

RASTELLI BROTHERS, INC.

By:   
Raymond M. Rastelli, Jr.,  
President

Date: 12/29/2020

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

**ASSIGNORS:**

**THREEJERKS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE:**

**RASTELLI BROTHERS, INC.**

By: \_\_\_\_\_  
Raymond M. Rastelli, Jr.,  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
**JORDAN BARROCAS**

*Daniel Fogelson*  
\_\_\_\_\_  
**DANIEL FOGELSON**


**TENDER GROUP, LLC**

By: \_\_\_\_\_  
Jordan Barrocas, Three Jerks Manager

By: \_\_\_\_\_  
Ray Rastelli, III, RayJohn Manager

## SCHEDULE

### Registered Trademarks

TM/AN/RN/	Full Goods/Services	Owner Information	Status/Key Dates
<u>Design Only</u>  RN: 4570071 SN: 86975040	(Int'l Class: 29) meat-based snack foods (Int'l Class: 35) on-line retail store services featuring meat- based snack foods	Tender Group, LLC (Delaware Limited Liability Company) 300 Heron Dr Swedenborg New Jersey 08085	Registered, July 15, 2014 Int'l Class: 29,35 First Use: January 15, 2013 Filed: July 2, 2013 Registered: July 15, 2014  <b>FINAL Declaration of                      Use d/15 January 2021</b>
<u>THREE                      JERKS</u> RN: 4496318 SN: 85980860	(Int'l Class: 29) meat-based snack foods (Int'l Class: 35) on-line retail store services featuring meat- based snack foods	Tender Group, LLC (Delaware Limited Liability Company) 300 Heron Dr Swedenborg New Jersey 08085	Registered 8 & 15, November 4, 2020 Int'l Class: 29,35 First Use: February 6, 2013 Filed: February 6, 2013 Registered: March 11, 2014

### Common Law Trademark

### Domain Name

<https://www.threesjerkssjerky.com/> and all other domain names and identifiers used in connection with the Business (as such term is defined in the Asset Purchase Agreement).