

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/31/2020

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KENOVER MARKETING CORP.		12/31/2020	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	KENOVER MARKETING CORP.
<b>Street Address:</b>	72 New Hook Rd.
<b>City:</b>	Bayonne
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07002
<b>Entity Type:</b>	Corporation: NEW JERSEY

## PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Serial Number:	90827830	OLD WILLIAMSBURG
Serial Number:	90405911	BEHALF
Serial Number:	90327161	MOTHER'S
Serial Number:	90259053	WONDER GREEN
Serial Number:	90357844	BELEAFER
Serial Number:	90357838	BELEAVE
Serial Number:	90340678	WILLIAMSBURG & CO 1896
Serial Number:	90237409	MANISCHEWITZ
Serial Number:	90091396	TUSCANINI
Serial Number:	90091385	TUSCANINI
Serial Number:	90091372	TUSCANINI
Serial Number:	88389287	WONDER LEMON
Serial Number:	88389308	WONDER JUICE
Serial Number:	88389300	WONDER BEETS
Serial Number:	88389293	WONDER GRAPE
Serial Number:	88077200	WHOLE YEAH!
Registration Number:	6217390	QUEEN OF CAKES
Serial Number:	88622724	NO COW AND HOW

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88448317	NO COW NO HOW
Registration Number:	6126632	KOSHER.COM
Registration Number:	5948316	HEAVEN & EARTH
Registration Number:	5940280	SKILL'IT WEST COAST
Serial Number:	88049843	SMALL BUT MIGHTY
Registration Number:	6119230	TUSCANINI
Registration Number:	5398212	TUSCANINI
Registration Number:	5445356	TAHINIBAR
Registration Number:	5428459	
Registration Number:	5407624	HADDAR
Registration Number:	5692671	WONDER MELON
Registration Number:	4716388	HADAR
Registration Number:	4861992	ROKEACH
Registration Number:	4643983	HARRISON'S ORIGINAL SWEET SHOPPE
Registration Number:	5205988	BEETOLOGY
Registration Number:	5247137	SEA CASTLE
Registration Number:	5530620	HEAVEN & EARTH
Serial Number:	86636154	FRUIT QBEEZ
Registration Number:	4882515	TUSCANINI
Registration Number:	3956024	TAM TAMS
Registration Number:	4302889	ABSOLUTELY GLUTEN FREE
Registration Number:	4482632	REBECCA & ROSE
Registration Number:	4233381	
Registration Number:	4189102	CRISPY-O'S
Registration Number:	4998408	ABSOLUTELY KOSHER
Registration Number:	3224844	ROKEACH OLD VIENNA
Registration Number:	3346161	GAL GAL
Registration Number:	3246752	GEFEN
Registration Number:	3055088	YEHUDA
Registration Number:	2533082	JASON
Registration Number:	3209566	MANISCHEWITZ
Registration Number:	3069117	THE MISHPACHA THE FAMILY VALUE BRAND!
Registration Number:	2910977	BLANCHARD & BLANCHARD
Registration Number:	3796812	TA'AMTI TASTE IT, YOU'LL LOVE IT!
Registration Number:	3678647	HADDAR
Registration Number:	4010880	SHIBOLIM
Registration Number:	3813238	SHIBOLIM
Registration Number:	2584867	CROYDEN HOUSE

Property Type	Number	Word Mark
Registration Number:	2879061	LA JOLLA FARMS
Registration Number:	3137523	THE B M C
Registration Number:	2832780	MISHPACHA
Registration Number:	2491791	GOLD BOAT
Registration Number:	2342048	MANISCHEWITZ
Registration Number:	2254386	GEULA
Registration Number:	2206744	UNGAR'S
Registration Number:	1937014	GUILTLESS GOURMET
Registration Number:	1816047	GUILTLESS GOURMET
Registration Number:	1562380	HOROWITZ MARGARETEN
Registration Number:	1016234	ROKEACH
Registration Number:	1587297	MANHATTAN CHOCOLATES
Registration Number:	1414403	MANISCHEWITZ
Registration Number:	1359444	KOSHERIFIC
Registration Number:	1362222	KOSHERIFIC
Registration Number:	0931878	MRS. ADLER'S
Registration Number:	0380071	ROKEACH
Registration Number:	0640454	ROKEACH
Registration Number:	0503340	HOROWITZ MARGARETEN HOROWITZ BROS. & MAR
Registration Number:	0867634	MOTHER'S
Registration Number:	0802353	MANISCHEWITZ
Registration Number:	0662323	CARMEL KOSHER
Registration Number:	0589652	MOTHER'S
Registration Number:	0552693	MOTHER'S
Registration Number:	0394250	TAM TAM
Registration Number:	0191473	GOLD BOAT
Registration Number:	0113272	THE B M CO

**CORRESPONDENCE DATA**

Fax Number: 6462187665

*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.*

Phone: 6462187605

Email: nfriedma@hodgsonruss.com

Correspondent Name: Neil B Friedman

Address Line 1: 605 3rd Avenue, Suite 2300

Address Line 4: New York, NEW YORK 10158

**ATTORNEY DOCKET NUMBER:** 1472 Kenover

**NAME OF SUBMITTER:** Neil B Friedman

<b>SIGNATURE:</b>	/Neil B Friedman/
<b>DATE SIGNED:</b>	07/20/2021
<b>Total Attachments: 7</b> source=NJ Certificate of Merger (effective 12-31-2020)#page1.tif source=NJ Certificate of Merger (effective 12-31-2020)#page2.tif source=NJ Certificate of Merger (effective 12-31-2020)#page3.tif source=NJ Certificate of Merger (effective 12-31-2020)#page4.tif source=NJ Certificate of Merger (effective 12-31-2020)#page5.tif source=NJ Certificate of Merger (effective 12-31-2020)#page6.tif source=NJ Certificate of Merger (effective 12-31-2020)#page7.tif	

**NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
CERTIFICATE OF A MERGER**

I, the Treasurer of the State of New Jersey, do hereby certify on the 31st of December, 2020 a Merger was filed with the Division of Revenue and Enterprise Services.

**1. Surviving Business Name:** KENOVER MARKETING CORP.

**2. Surviving Business Entity Id:** 0101057142

**3. Businesses that were Merged:**  
KENOVER MARKETING CORP.  
0100820301

**4. Voting :**  
KENOVER MARKETING CORP.  
Written Consent by Members  
Adopted on 12/30/2020

KENOVER MARKETING CORP.  
Written Consent by Members  
Adopted on 12/29/2020

**5. Effective Date:** 12/31/2020

The undersigned represent(s) that the agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger / consolidation has been approved and executed by each business entity involved. Additionally, a copy of the merger / consolidation agreement has been or shall be furnished by the surviving entity to any member or any person having an interest.

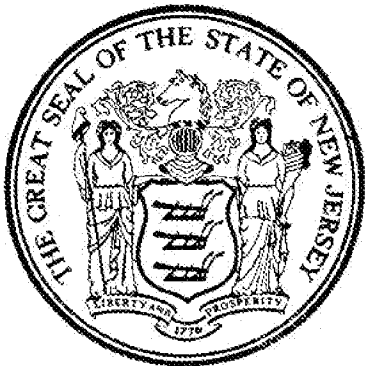
The undersigned also represent(s) that they are authorized to sign on behalf of the surviving business entity.

**Signature and Title**

MORDECHAI HERZOG, CEO

SHELDON GINSBERG, CFO

**NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
CERTIFICATE OF A MERGER**



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
31st day of December, 2020*

A handwritten signature in cursive script, appearing to read 'Elizabeth M. Muoio'.

*Elizabeth M. Muoio  
State Treasurer*

*Certificate Number : 4122576802*

*Verify this certificate online at*

*[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)*

**AGREEMENT AND PLAN OF MERGER**

**between**

**KENOVER MARKETING CORP., a New York corporation**

**and**

**KENOVER MARKETING CORP., a New Jersey corporation**

This AGREEMENT AND PLAN OF MERGER (the “Agreement”) dated as of December 29, 2020, is made by and between Kenover Marketing Corp. (“KNY” or the “Merged Company”), a New York corporation, and Kenover Marketing Corp. (“KNJ” or the “Surviving Company”), a New Jersey corporation.

**WITNESSETH**

WHEREAS, KNY was incorporated on July 2, 1996, by filing a Certificate of Incorporation with the New York Secretary of State; and

WHEREAS, KNJ was incorporated on December 24, 2020 by filing its Articles of Incorporation with the New Jersey Secretary of State; and

WHEREAS, the Board of Directors of KNJ deems it advisable and in the best interests of KNJ and its shareholders that KNY be merged with and into KNJ as permitted by NJ Rev. Stat. (the “New Jersey Laws”) section 14A:10-7 and the applicable laws of New York under and pursuant to the terms of conditions hereinafter set forth; and

WHEREAS, the Board of Directors of KNY deems it advisable and in the best interests of KNY and its shareholders that KNY be merged with and into KNJ as permitted by the New York Business Corporation Law (the “New York Laws”) section 907 and the applicable laws of New Jersey under and pursuant to the terms of conditions hereinafter set forth; and

WHEREAS, immediately prior to the Effective Time (as hereinafter defined), KNY shall have an authorized capitalization of Common Stock (the “Merged Company Common Stock”), of which 200 shares shall be issued and outstanding, all of which have equal voting rights per share, with no other existing shares; and

WHEREAS, immediately prior to the Effective Time, KNJ shall have an authorized capitalization of Common Stock (the “Surviving Company Common Stock”), of which no shares shall be issued and outstanding; and

WHEREAS, such merger is intended to, and shall, qualify as a tax-free reorganization under section 368(a)(1)(F) of the Internal Revenue Code; and

WHEREAS, the shareholders and directors of KNY and the shareholders and directors of KNJ have approved this Agreement by written consent;

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein and in accordance with the applicable provisions of the New Jersey Laws and the New York Laws, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

1. **Recitals.** The above recitals to this Agreement are made a part hereof as if fully set forth herein.
2. **Terms and Conditions of Merger.** At the Effective Time, KNY shall be merged with and into KNJ pursuant to the provisions of the New Jersey Laws and the New York Laws (the “Merger”) and KNJ shall be the surviving corporation. The date and hour on which the Merger occurs and becomes effective is hereinafter referred to as the “Effective Time.” The Merger shall occur and becomes effective on December 31, 2020.
3. **Name, Charter, Bylaws, Directors and Officers.** From and after the Effective Time:
  - a. The name of the Surviving Company shall be Kenover Marketing Corp.
  - b. The current Articles of Incorporation of KNJ shall be the Articles of Incorporation of the Surviving Company.
  - c. The current Bylaws of KNJ shall be the Bylaws of the Surviving Company.
  - d. The directors and officers of KNJ at the Effective Time shall be unchanged and shall remain, subject to the Articles of Incorporation and Bylaws of KNJ, the directors and officers from and after the Effective Time until the expiration of their current terms and until their successors are elected and qualify, or prior resignation, removal, or death.
4. **Succession.** At the Effective Time, KNJ shall succeed KNY in the manner and as more fully set forth in the New York Laws and the New Jersey Laws and specifically as follows:
  - a. The separate corporate existence of KNY shall cease, and the Surviving Company shall possess all of the rights, privileges, and powers of a public and private nature and be subject to all of the restrictions, liabilities, and duties of KNY.
  - b. All rights, privileges, and powers of KNY and all property (real, personal, and mixed), all debts due to KNY on whatever account, and all other assets belonging to KNY shall be vested in KNJ.
  - c. All property, rights, privileges, and powers, and all and every other interest therein of the Merged Company shall be thereafter as effectually the property of the Surviving Company as they were of the Merged Company, including any and all obligations of the Merged Company as lessee under lease agreements for real properties in Bayonne, NJ, Newark, NJ, and Pennsauken, NJ, respectively, and title to any real estate vested by deed or otherwise, under the laws of the State of New Jersey, the State of New York, or of any of the other states of the United States, in the Merged Company shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all



liens upon any property of the Merged Company shall be preserved unimpaired.

- d. All debts, liabilities, and duties of KNY shall thenceforth attach to KNJ and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.
- e. All corporate acts, plans, policies, agreements, arrangements, approvals, and authorizations of the Merged Company and its shareholders, Board of Directors and committees thereof, officers, and agents which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals, and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to the Merged Company.
- f. The Surviving Company shall be subject to suit, and hereby agrees that it may be sued, in the State of New York for as long as any liability remains outstanding in the State of New York for: (i) any prior obligation of the Merged Company; and (ii) the enforcement, as provided in the New York Laws, of the right of shareholders of the Merged Company to receive payment for their shares against the Surviving Company.
- g. The Surviving Company hereby irrevocably appoints the Secretary of the State of New York as its agent to accept service of process in any action for the enforcement of any obligation specified in this Agreement, including taxes, in the same manner as provided in New York Laws, section 901. The address to which the Secretary of State shall mail a copy of any process against the Surviving Company shall be 72 New Hook Road, Bayonne, New Jersey 07002.
- h. The employees and agents of KNY shall become the employees and agents of KNJ and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of KNY (including those set forth in the KNY employee handbook, which has been adopted by KNJ as its employee handbook) except to the extent that the laws of the State of New Jersey shall preclude such rights or benefits or mandate greater rights and benefits, and as determined from time to time by the Board of Directors of KNJ.
- i. The Surviving Company has not filed an application for authority to do business in New York, and shall not to do business in New York until an application for such authority shall have been filed by the New York Department of State.
- j. Subject to the provisions of section 623 of the New York Laws, the Surviving Company will promptly pay to the shareholders of the Merged Company the amount, if any, to which they shall be entitled under the provisions of the New York Laws.
- k. All fees and taxes (including penalties and interest) administered by the New York Department of Taxation and Finance ("DTF") which are due and payable by the Merged Company shall have been paid, and, if required, a

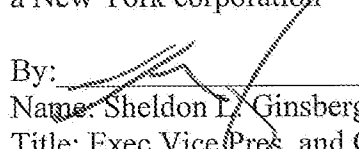
cessation franchise tax report (estimated or final) through the Effective Time (which return, if estimated, shall be subject to amendment) shall be filed by the Merged Company. The Surviving Company shall, on a timely basis, file any other required reports and promptly pay to the DTF all fees and taxes (including penalties and interest), if any, due to the DTF by the Merged Company.

5. **Further Assurances.** From time to time when and as required by the Surviving Company or its successors and assigns there shall be executed and delivered on behalf of the Merged Company such deeds and other instruments and there shall be taken or caused to be taken by or on behalf of the Merged Company such further and other action as shall be appropriate or necessary to vest, perfect or confirm, of record or otherwise in the Surviving Company, the title to and possession of all of the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merged Company, and otherwise to carry out the purposes of this Agreement, and the officers and the directors of the Surviving Company are fully authorized by and on behalf of the Merged Company to take any and all such action to execute and deliver any and all such deeds and other instruments.
6. **Stock and Stock Certificates.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof: (a) each share of Merged Company common stock outstanding immediately prior to the Effective Time shall be converted share for share into one fully-paid and non-assessable share of common stock of the Surviving Company; (b) each share of Merged Company common stock held in treasury immediately prior to the Effective Time shall be cancelled, and no shares of other securities of the Merged Company or of the Surviving Company shall be issued in respect thereof; and (c) each share of Surviving Company common stock issued, outstanding, or held in treasury immediately before the Effective Time, if any, shall be cancelled, and no shares of other securities of the Merged Company or of the Surviving Companies shall be issued in respect thereof.
7. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, each party to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by its respective Board of Directors and Shareholders have caused this Agreement to be executed by a duly-authorized officer as of the day and year set forth above.

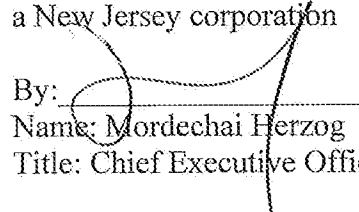
**MERGED COMPANY:**

KENOVER MARKETING CORP.  
a New York corporation

By:   
Name: Sheldon L. Ginsberg  
Title: Exec Vice Pres. and Chief Financial Officer

**SURVIVING COMPANY:**

KENOVER MARKETING CORP.  
a New Jersey corporation

By:   
Name: Mordechai Herzog  
Title: Chief Executive Officer