

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knapp Farms, Inc.		12/08/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Seneca Cove, Inc.		
Street Address:	2770 Ernsberger Road		
City:	Romulus		
State/Country:	NEW YORK		
Postal Code:	14541		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2064685	KNAPP	
Registration Number:	3585334	PASTA RED	
CORRESPONDENCE DATA			
Fax Number:	5853624613		
<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:	15859872920		
Email:	kmcguire@woodsoviatt.com		
Correspondent Name:	Katherine McGuire		
Address Line 1:	1900 Bausch & Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Katherine McGuire		
SIGNATURE:	/katherine mcguire/		
DATE SIGNED:	12/30/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), dated as of December 8, 2021, is made by and among **Knapp Farms, Inc.** ("**Assignor**") and **Seneca Cove, Inc.** ("**Assignee**").

WHEREAS, Assignor, Assignee and others are parties to that certain Asset and Real Estate Purchase Agreement dated as of October 22, 2021, as amended (the "**Asset Purchase Agreement**"), whereby the Assignor has agreed, among other things, to sell and convey to Assignee, and Assignee has agreed to purchase and accept from Assignor, certain assets, properties and rights of the Assignor used by Assignor in the operation of a farm winery, vineyard and restaurant under the tradename "Knapp", all as is more fully described in the Asset Purchased Agreement (the "Transaction");

WHEREAS, the Assigned Trademarks (as defined below) is used in the business of Assignor and are among the assets to be conveyed by Assignor to Assignee as part of the Transaction; and

WHEREAS, in connection with the Transaction, Assignor desires to transfer and assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of the right, title, and interest of Assignor in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (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 the 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. 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 record and register this

Trademark Assignment upon request by Assignor. Following the date hereof, the Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. 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. Counterparts may be delivered via facsimile, email (including PDF or any electronic signature complying with the U.S. Federal Design Act of 2000, e.g., www.docuSign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. 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.

6. 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).

[SIGNATURE PAGE FOLLOWS]

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

KNAPP FARMS, INC., Assignor

By: Eugene Pierce
Name: Eugene Pierce
Title: President

STATE OF NEW YORK)
COUNTY OF Ontario) ss.:

On the 5th day of December in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Pierce personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Zachary R. Benjamin
Notary Public

ZACHARY R. BENJAMIN
Notary Public, State of New York
No. 02BE6152373
Qualified in Onondaga County
Commission Expires Sept. 11, 2022

[Signature page to Trademark Assignment Agreement]

EXECUTION COPY

RECORDED: 12/30/2021

TRADEMARK
REEL: 007545 FRAME: 0434