TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM700818

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE MASALAWALA LLC		12/31/2021	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	UNAPOLOGETIC FOODS IP LLC	
Street Address:	1512 Benson Street, Floor 3	
City:	Bronx	
State/Country:	NEW YORK	
Postal Code:	10461	
Entity Type:	Limited Liability Company: NEW YORK	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	90241829	MASALAWALA
Serial Number:	90241869	THE MASALAWALA EST. 2011 TASTE ABOVE ALL
Serial Number:	90265775	MASALA LIFE

CORRESPONDENCE DATA

Fax Number: 5167942900

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.

516-794-2800 x 2 Phone: Email: cc@devacklaw.com

Christine A. Chester, Esq. **Correspondent Name:** Devack & Chester PLLC Address Line 1: Address Line 2: 410 Jericho Tpke, Ste 201 Address Line 4: Jericho, NEW YORK 11753

NAME OF SUBMITTER: Christine A. Chester, Esq.	
SIGNATURE:	/Christine A. Chester, Esq./
DATE SIGNED:	01/10/2022

Total Attachments: 2

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> **TRADEMARK** REEL: 007554 FRAME: 0302

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of December 31, 2021 by and between THE MASALAWALA LLC, a New York limited liability company with its principal office at 1512 Benson Street, Floor 3, Bronx, New York 10461 ("Assignor") and UNAPOLOGETIC FOODS IP LLC, a New York limited liability company with its principal office at 1512 Benson Street, Floor 3, Bronx, New York 10461 ("Assignee").

WHEREAS, THE MASALAWALA LLC owns the entire right, title, and interest in and to the unregistered trademark MASALAWALA for Restaurant; Restaurant services; Restaurant services featuring Indian and South Asian cuisine; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Restaurants, which is the subject of a pending U.S. Trademark Application under Serial No. 90241829 with the United States Patent & Trademark Office ("USPTO") with the application filing date of October 8, 2020;

WHEREAS, THE MASALAWALA LLC owns the entire right, title, and interest in and to the unregistered trademark



for Restaurant; Restaurant services; Restaurant services featuring Indian and South Asian cuisine; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Restaurants, which is the subject of a pending U.S. Trademark Application under Serial No. 90241869 with the USPTO with the application filing date of October 8, 2020;

WHEREAS, THE MASALAWALA LLC owns the entire right, title, and interest in and to the unregistered trademark MASALA LIFE for Restaurant; Food preparation; Food preparation services; Restaurant services, Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Restaurants; Preparation of food and beverages, which is the subject of a pending U.S. Trademark Application under Serial No. 90265775 with the USPTO with the application filing date of October 20, 2020;

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TRADEMARK REEL: 007554 FRAME: 0303 WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest, in and to all of the aforenoted trademarks (collectively "the Marks") together with all the goodwill symbolized thereby, and Assignor desires to assign all such right, title, and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over to Assignee, its successors, and assigns, all right, title, and interest in said Marks, along with the registrations and applications for registration together with the good will symbolized by the Marks throughout the United States along with the right to recover for damages and profits for past infringements of the Marks. Assignor warrants that it is the legal owners of all right, title, and interest in the Marks, that the Marks have not been otherwise previously pledged, assigned, or encumbered and that this assignment does not infringe on the rights of any person. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments, and assignments as may be necessary to vest all right, title, and interest in and to the aforesaid Marks, including, without limitation, recordation of the assignment in the USPTO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

THE MASALAWALA LLC	UNAPOLOGETIC FOODS IP LLC
By: <u>Debabrata Mazumdar</u>	By: <u>Debabrata Mazumdar</u>
Name: <u>Debabrata Mazumdar</u>	Name: <i><u>Debabrata Mazumdar</u></i>
Title: President	Title: <i>CEO</i>

RECORDED: 01/10/2022