900709425 07/27/2022

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM743901

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900698992

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rushdi Food Industries Ltd.		04/27/2018	Corporation: ISRAEL

RECEIVING PARTY DATA

Name:	Rushdi Food Industries Ltd.	
Street Address:	Alon-Tavor Industrial Zone	
City:	Afula	
State/Country:	ISRAEL	
Postal Code:	181100	
Entity Type:	Corporation: ISRAEL	
Name:	KENOVER MARKETING CORP.	
Street Address:	72 New Hook Rd.	
City:	Bayonne	
State/Country:	NEW JERSEY	
Postal Code:	07002	
Entity Type:	Corporation: NEW JERSEY	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5355744	MIGHTY SESAME 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 Third Avenue, Suite 2300 Address Line 4: New York, NEW YORK 10158

NAME OF SUBMITTER:	Caitlin P. Canahai
SIGNATURE:	/caitlin p. canahai/

TRADEMARK REEL: 007780 FRAME: 0954 900709425

Total Attachments: 3
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TRADEMARK REEL: 007780 FRAME: 0955

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment"), is made as of April 27, 2018 (the "Effective Date"), nunc pro tunc, by and between Rushdi Food Industries Ltd., a corporation incorporated under the laws of Israel, with a place of business at Alon-Tavor Industrial Zone, Afula, Israel 181100 ("Rushdi"), and Kenover Marketing Corp, a corporation incorporated under the laws of the State of New Jersey, with a place of business at, 72 New Hook Rd. Bayonne, New Jersey 07002 ("Kenover", and collectively with Rushdi, the "Parties").

WHEREAS, Rushdi desires to transfer and assign all of Rushdi's right, title and interest in and to the following: (i) Rushdi's trademark, service mark, and registration, and the goodwill associated with the mark listed on Exhibit A, and (ii) and the right to sue for past, present and future infringement, dilution and damages therefor (all as presently existing or hereafter arising or acquired after the Effective Date (collectively, the "Trademark Rights").

WHEREAS, pursuant to the Parties' JV Agreement dated April 27, 2018 (the "JV Agreement"), nunc pro tunc, Kenover has requested that Rushdi execute an assignment suitable for recording that evidences the Parties' joint ownership of the Trademark Rights as the successor-in-interest to Rushdi individually;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

- 1. Rushdi hereby assigns and transfers all of Rushdi's right, title, and interest in the Trademark Rights and the associated goodwill related thereto to Kenover and Rushdi jointly, such that Kenover and Rushdi each owns a 50% interest in the Trademark Rights. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, after the Effective Date, will be held and enjoyed equally by Kenover and Rushdi.
- 2. The Parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this agreement. Should there be any discrepancy as between this Assignment and the Parties' JV Agreement, the JV Agreement shall control.
- 3. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

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- 4. The term "including" and its variants do not imply any limitation.
- 5. This Assignment shall pertain to the United States, its territories and possessions.

IN WITNESS WHEREOF, Rushdi and Kenover have executed this Assignment of Trademark as of the Effective Date above.

]	Rushdi Food Industries Ltd.
	Rushdi Food Industries LTD VAT-511040300
Name:	7motz Bachar
Title:	CEO
	Kenover Marketing Corp.
By:	Ilinko-
Name: _	ILAN RON

Title: __President _____

EXHIBIT A

	Serial Number	Reg. Number	Mark
1	86941748	5355744	MIGHTY SESAME CO.

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TRADEMARK REEL: 007780 FRAME: 0958