

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooke's Food Store, Inc.		10/07/2022	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	K-VA-T Food Stores, Inc.		
Street Address:	1 Food City Circle		
City:	Abingdon		
State/Country:	VIRGINIA		
Postal Code:	24210		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85269712	FRESH N LOW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202.556.1399		
Email:	nancy.lapidus@lapiduslawoffice.com		
Correspondent Name:	The Law Office of Nancy Lapidus PLLC		
Address Line 1:	5335 Wisconsin Avenue, N.W.		
Address Line 2:	Suite 440		
Address Line 4:	Washington, D.C. 20015		
NAME OF SUBMITTER:	Nancy Lapidus		
SIGNATURE:	/Nancy Lapidus/		
DATE SIGNED:	10/11/2022		
Total Attachments: 3			
source=Assignment.Cookes.KVAT.FRESH N LOW.Signed#page1.tif			
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OP \$40.00 85269712

ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 7th day of October, 2022, by and between **COOKE'S FOOD STORE, INC.**, a Tennessee corporation having its principal place of business at 3222 North Ocoee Street, Cleveland, Tennessee (hereinafter sometimes referred to as "Assignor") and **K-VA-T FOOD STORES, INC.**, a Virginia corporation having its principal place of business at 1 Food City Circle, Abingdon, Virginia (hereinafter sometimes referred to as "Assignee");

WITNESSETH:

WHEREAS, Assignor is the owner of the trademark designated as FRESH N LOW, being U.S. Trademark Serial Number 85/269712 and U.S. Trademark Registration Number 4,242,729 with registration date of November 13, 2012, (the "Trademark"); and

WHEREAS, Assignee is desirous of acquiring the Trademark, the U.S. application and registration pertaining thereto, the common law rights associated therewith, the goodwill associated therewith and the ongoing and existing business associated therewith; and

WHEREAS, pursuant to the Asset Purchase Agreement made and entered into as of August 1, 2022, (the "Agreement"), Assignor agrees to, among other things, sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademark, together with the U.S. application and registration pertaining thereto, all common law rights associated therewith, all goodwill associated therewith throughout the world, and the ongoing and existing business associated therewith; and

NOW, THEREFORE, in consideration the covenants and agreements contained herein and in the Agreement, and for other good and valuable consideration as described in the Agreement, the parties hereto agree as follows:


1. Assignor hereby sells, assigns, transfers and conveys to the Assignee, Assignee's heirs, executors, administrators and assigns all of Assignor's rights, title and interest in and to the Trademark, the U.S. application and registration thereof, all common laws associated therewith, the goodwill symbolized thereby and the ongoing and existing business associated therewith.

2. Assignee hereby agrees to record this assignment with the United States Patent and Trademark Office and agrees to pay all fees associated therewith.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and date first above written.

ASSIGNOR:

COOKE'S FOOD STORE, INC.



(Dan S. Cooke) President

STATE OF TENNESSEE

COUNTY OF Bradley

This instrument was signed and acknowledged before me this 5 day of October, 2022, by Dan S. Cooke, who is either personally known to me or who has provided sufficient evidence thereof, and who has acknowledged himself to be the President of Cooke's Food Stores, Inc., and has signed this instrument in his capacity of President of the corporation.

(SEAL REQUIRED)



Amy N. Owenby

Notary Public

Commission No. _____

My Commission Expires: 10-5-2024

TRADEMARK

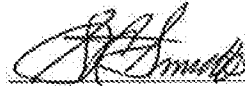
REEL: 007874 FRAME: 0282

ACCEPTANCE OF ASSIGNMENT

The Assignee, **K-VA-T FOOD STORES, INC.**, hereby accepts the transfer and assignment of all of Assignor's interest in the Trademark from Assignor, effective as of the date first above written.

ASSIGNEE:

K-VA-T FOOD STORES, INC.



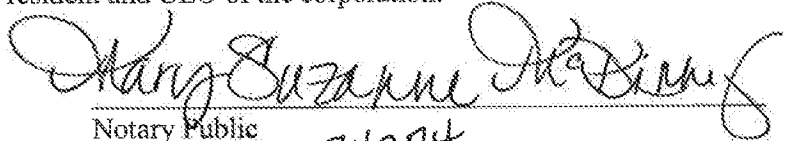
(Steven C. Smith) President & CEO

STATE OF VIRGINIA

COUNTY OF WASHINGTON

This instrument was signed and acknowledged before me this 6th day of October, 2022, by Steven C. Smith, who is either personally known to me or who has provided sufficient evidence thereof, and who has acknowledged himself to be the President and CEO of K-VA-T Food Stores, Inc., and has signed this instrument in his capacity of President and CEO of the corporation.

(SEAL REQUIRED)



Notary Public

Commission No. 174274

My Commission Expires: 09.30.2025

