

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Trading Enterprises, LLC		10/25/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Rastelli Brothers, Inc.		
Street Address:	300 Heron Drive		
City:	Swedesboro		
State/Country:	NEW JERSEY		
Postal Code:	08085		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3671663	RASTELLI GLOBAL	
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:	2152992085		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	Fox Rothschild LLP		
Address Line 2:	997 Lenox Drive, Bldg. 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		
ATTORNEY DOCKET NUMBER:	156638.00022		
NAME OF SUBMITTER:	Michael J. Leonard		
SIGNATURE:	/mjl/		
DATE SIGNED:	10/28/2022		
Total Attachments: 4			
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OP \$40.00 3671663

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of October 25, 2022, by GLOBAL TRADING ENTERPRISES, LLC, a New Jersey limited liability company (“**Assignor**”), and **RASTELLI BROTHERS, INC.**, a New Jersey corporation (“**Assignee**”). Capitalized terms used and not otherwise defined herein have the respective meanings given to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, dated October 25, 2022 (the “**Purchase Agreement**”), by and among Assignor and Assignee, pursuant to which, among other things, Assignor has agreed to (or cause its Affiliates to) sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor’s and its Affiliates’ rights, titles and interests as of the Closing Date of the Purchased Assets, subject to and in accordance with the terms of the Purchase Agreement; and

WHEREAS, the common law trademarks, U.S. federal trademark registration and European Union trademark registration set forth on Exhibit A hereto, together with all goodwill associated with such trademarks (the “**Assigned Trademarks**”) constitute some of the Purchased Assets that are to be assigned to Assignee by Assignor under the Purchase Agreement.

NOW, THEREFORE, incorporating the recitals above, and in consideration of the foregoing premises and the mutual covenants, promises and agreements contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, delivers and sets over to Assignee, as of the Effective Date, all of Assignor’s rights, title and interest in and to the Assigned Trademarks as part of the entire business or portion thereof to which the Assigned Trademarks pertain as required by Section 10 of the Trademark Act (15 U.S.C. § 1060), together with the goodwill of the Assignor’s business connected with the use of and symbolized by the Trademarks, and including, without limitation, the above-referenced applications and registrations, and all such rights with respect to the Trademarks, all common law rights, trade name rights, and rights of any kind whatsoever accruing under or relating to the Trademarks provided by applicable laws, international treaties, conventions and otherwise throughout the world, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Assigned Trademarks or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.
2. Binding Effect. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
3. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Assignment will be construed as a waiver of or limitation upon any of the rights or

remedies of Assignee as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by Assignor pursuant to the Purchase Agreement. This Assignment is not intended to create any broader obligations of Assignor or Assignee than those contemplated in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Assignee and the Assignor.

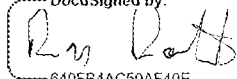
4. Execution. The Parties hereby agree to do the following: execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signed copies of this Assignment delivered by email or other means of electronic transmission shall legally bind the parties to the same extent as original documents.

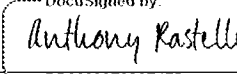
[Signature pages follow this page.]

IN WITNESS WHEREOF, Assignor and Assignee have executed, or have caused this Assignment to be duly executed, as of the date first above written.

ASSIGNOR:

GLOBAL TRADING ENTERPRISES, LLC,
By its sole Member, Rastelli Partners, LLC,
By its Voting Members:

DocuSigned by:

By: _____
Name: Raymond M. Rastelli, Jr.
Title: Voting Member

DocuSigned by:

By: _____
Name: Anthony Rastelli
Title: Voting Member

ASSIGNEE:

RASTELLI BROTHERS, INC.

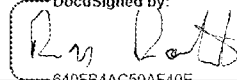

DocuSigned by:

By: _____
Name: Raymond M. Rastelli, Jr.
Title: President

Exhibit A

TRADEMARKS

Trademark	Country	Case Type	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Status	Mark Type	Fee	Owner Name	Classes	Goods
PASTELU GLOBAL	United States of America	TM	7148183	28-Apr-2022	05-Jun-2022	5871993	25-Aug-2022	Registered	Trademark	15822.0002	Global Trading Enterprises, LLC	29 Int., 30 Int.	29 Int. food products, namely, fresh and frozen meats; fresh and frozen seafood; preserved meats; secondary products of meat or seafood; dairy products, namely, cheeses; and frozen fruits and vegetables. 30 Int. Baked goods, namely, cookies, cakes, pies, muffins, biscuits, pastries, pastes and dough.
PASTELU RANCHERS RESERVE 6 Design: 	European Union	GPO	01480202	07-Aug-2016		01453602	14-Jun-2016	Registered	Trademark	15822.0007	Pastelu Group	29 Int.	29 Int. Meat, fish, poultry and game, meat extracts, preserved, frozen, dried and cooked fruits and vegetables, jellies, jams, composites, eggs, milk and milk products, edible oils and fats.

Including any and all common law copyright, trademark, trade name, and other rights of Assignor accruing by virtue of authorship, ownership, and/or use in the United States of any of the above-listed trademarks and any related designs, together with all applications, registrations, renewals and extension rights, and rights to sue for any past, present or future infringement of any of the foregoing.

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