

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/10/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raymundos Food Group, LLC		04/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Desi Fresh Foods, LLC		
Street Address:	175 Price Parkway		
City:	Farmingdale		
State/Country:	NEW YORK		
Postal Code:	11735		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4967222	DESI NATURAL DAHI WHOLE MILK YOGURT ALL	
Registration Number:	5312404	UTTAM DAHI	
Registration Number:	4316308	DESI NATURAL DAHI	
Registration Number:	6457871	DESI FRESH FOODS	
Registration Number:	6230320		
Serial Number:	88527051		
Registration Number:	6101443		
Serial Number:	88743604		
CORRESPONDENCE DATA			
Fax Number:	3122512897		
<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:	312-368-4000		
Email:	deanne.vannatta@us.dlapiper.com		
Correspondent Name:	Michael A. Geller		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		

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ATTORNEY DOCKET NUMBER:	37264719.019001
NAME OF SUBMITTER:	Michael Geller
SIGNATURE:	/Michael Geller/
DATE SIGNED:	04/13/2023

Total Attachments: 3

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source=Assignment of U.S. Trademarks from Raymundos Food Group, LLC to Desi Fresh Foods, LLC#page2.tif

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective *nunc pro tunc* as of the 10th day of February, 2023, is made by and between Raymundos Food Group, LLC (the "Assignor") and Desi Fresh Foods, LLC (f/k/a Dahi Acquisition, LLC) (the "Assignee").

WHEREAS, Assignor is the owner of certain rights in and to registered and/or pending trademark(s) application(s) identified on Schedule 1 and made part hereof (collectively, the "Marks");

WHEREAS, in connection with that certain Asset and Unit Purchase Agreement dated as of January 26, 2023 (the "Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee any and all rights Assignor owns in the Marks, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by the Marks in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. All defined terms herein adopt their meaning as defined in the Agreement. Where this Assignment provides a different meaning for any term or terms, this Assignment's definition shall be controlling for the purposes of this Assignment only.

2. Conveyance and Acceptance. Effective as of date hereof, Assignor irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns) and Assignee has accepted any and all of Assignor's rights, title and interest in and to the Marks worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Marks, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and any and all goodwill of the business associated with the use of, or symbolized by, the Marks.

3. Recordation. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any governmental entity.

4. Further Acts. Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments as

may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

RAYMUNDOS FOOD GROUP, LLC

By: 

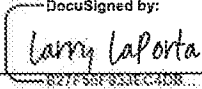
Name: STEVEN FIER

Title: PARTNER

Date: 4/12/23

ASSIGNEE:

DESI FRESH FOODS, LLC

By: 

Name: Larry LaPorta

Title: Chief Executive Officer

Date: 4/12/2023

[Signature Page to IP Assignment]

SCHEDULE 1**Trademarks**

Owner	Status	Mark	App. No.	Reg. No
RAYMUNDOS FOOD GROUP, LLC	Registered	DESI NATURAL DAHI WHOLE MILK (Design)	86/481885	4967222
RAYMUNDOS FOOD GROUP, LLC	Registered	UTTAM DAHI	86/966300	5312404
RAYMUNDOS FOOD GROUP, LLC	Registered	DESI NATURAL DAHI	85/684078	4316308
RAYMUNDOS FOOD GROUP, LLC	Registered (Supplemen- tal Register)	DESI FRESH FOODS	88/527011	6457871
RAYMUNDOS FOOD GROUP, LLC	Registered	Cow Farm Logo	88/527037	6230320
RAYMUNDOS FOOD GROUP, LLC	Abandoned	DESI FRESH FOODS	88/527026	n/a
RAYMUNDOS FOOD GROUP, LLC	Allowed	Cow Farm Logo	88/527051	n/a
RAYMUNDOS FOOD GROUP, LLC	Registered	Flower Design	88/741851	6101443
RAYMUNDOS FOOD GROUP, LLC	Allowed	Flower Design	88/743604	n/a

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