

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poultry Ownership LLP		10/13/2021	Limited Liability Partnership: JERSEY
RECEIVING PARTY DATA			
Name:	Ned IP Co, LLC		
Street Address:	1209 Orange St.		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5646117	THE NED	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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:	502-625-2865		
Email:	jdages@grayice.com		
Correspondent Name:	Joseph R. Dages		
Address Line 1:	4600 Shelbyville Road		
Address Line 2:	#8022		
Address Line 4:	Louisville, KENTUCKY 40257		
NAME OF SUBMITTER:	Joseph R. Dages		
SIGNATURE:	/Joseph R. Dages/		
DATE SIGNED:	05/17/2023		
Total Attachments: 3			
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DEED OF ASSIGNMENT OF TRADE MARK

PARTIES:

- (1) **Poultry Ownership LLP**, a limited liability partnership registered in Jersey with registration number 19, whose registered office is at 44 Esplanade, St. Helier, JE4 9WG, Jersey (hereinafter "the Assignor")
- (2) **Ned IP Co, LLC**, a Delaware limited liability company with registration number 6036959, whose registered office is at 1209 Orange St, Wilmington, 19801, Delaware (hereinafter "the Assignee")

BACKGROUND:

- (A) The Assignor is the proprietor the trade marks and the trade mark applications and registrations, the details of which are set out in the Schedule below and form part of this assignment ("the Trade Marks"), and
- (B) The Assignor has agreed to assign all its right, title, interest and property in the Trade Marks, together with all ancillary rights relating thereto, including goodwill, to the Assignee upon the following terms.

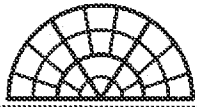


OPERATIVE PROVISIONS:

1. The Assignor hereby assigns with full title guarantee to the Assignee all rights, title, interest and property in the Trade Marks, together with the whole of the goodwill relating to the Trade Marks, the absolute entitlement to any registered trade marks granted pursuant to the applications comprised in the Trade Marks, the full and exclusive benefit thereof, all common law rights connected with the Trade Marks and any copyright which may subsist in the Trade Marks and all rights, privileges and advantages appertaining thereto, together with the right to recover and bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Trade Marks, and other forms of protection relating to goodwill, whether committed before or after the date of this Assignment, to the intent that the Trade Marks shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor attaching to the Trade Marks TO HOLD the same unto the Assignee absolutely.
2. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee and (c) formally register the Assignee's title in the same at any relevant Trade Mark Office.
3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, as well as any subsidiary companies of the parties hereto.
4. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.


5. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

IN WITNESS whereof the parties have executed this document on the date first above written.

SCHEDULE

Official Number	Country	Trade Mark	Status	Class	Application Date	Registration Date
5149579	US	CAFÉ SOU	Registered	43	26/04/2016	28/02/2017
UK00914946263	UK	CAFÉ SOU	Registered	43	21/12/2015	19/04/2016
90629907	US	EMILIA'S	Awaiting examination	43	07/04/2021	
UK00003639713	UK	EMILIA'S NED'S club	Published	43	11/05/2021	
5646117	US	THE NED	Registered	41,43,44	02/03/2016	08/01/2019
UK00914736482	UK	THE NED	Registered	41,43,44	27/10/2015	25/02/2016
00003639192	UK		Published	41,43,44	10/05/2021	
UK00003218768	UK	THE OLD NAG	Registered	33	15/03/2017	02/06/2017
UK00003218769	UK		Registered	33	15/04/2017	02/06/2017
00003218773	UK	THE OLD NAG 	Registered	33	15/03/2017	02/06/2017

EXECUTED AS A DEED,
for and on behalf of
Poultry Ownership LLP


)
) (Signatory) 
)
) Daniel Larsen, Assistant Vice
) President & Secretary of RLPI, LLC,
) its Partner

in the presence of:


)
) (Witness) 
)
) Name: Laurel Johnson

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) Date: 13 October 2021
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EXECUTED AS A DEED,
for and on behalf of
Ned IP Co, LLC

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) (Signatory) 
)
) Daniel Larsen, Assistant Vice
) President & Secretary

in the presence of:

)
) (Witness) 
)
) Name: Laurel Johnson

)
) Date: 13 October 2021
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