

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813045

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900766643

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Devault Packing Co., Inc.		04/06/2023	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Devault Foods LLC
Street Address:	4870 NW 157th St
City:	Miami
State/Country:	FLORIDA
Postal Code:	33014
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1489558	DEVAULT FOODS
Registration Number:	2937445	3D BREAKAPART CHICKEN STEAKS
Registration Number:	2975365	3D BREAKAPART PHILLY STEAKS
Registration Number:	5448815	BEHIND THE SCENES AHEAD OF THE TASTE
Registration Number:	3140411	FIREBALLS
Registration Number:	5601565	IQC
Registration Number:	2805334	JUICY "D"
Registration Number:	1764694	MINUTE MENU
Registration Number:	1309241	MINUTE MENU STEAKS
Registration Number:	1720504	MRS. DI FILLIPPO'S
Registration Number:	2440864	PLUS PATTIES
Registration Number:	1410797	STEAKWICH
Registration Number:	1308194	STEAKWICH

CORRESPONDENCE DATA

Fax Number:

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.

Email: ndelmonaco@darroweverett.com

Correspondent Name: Nicholas A Del Monaco
Address Line 1: DarrowEverett LLP
Address Line 2: 50 Congress St, Suite 1040
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER: Nicholas A Del Monaco

SIGNATURE: /Nicholas A Del Monaco/

DATE SIGNED: 05/25/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Assignment**”), dated and effective as of April 6, 2023 (the “**Effective Date**”), is made by DEVAULT PACKING CO., INC. (“**Seller**”) in favor of DEVAULT FOODS LLC (“**Buyer**”).

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement, dated February 10, 2023 (the “**Purchase Agreement**”), pursuant to which Seller has agreed to, among other things, sell, assign, transfer, and deliver to Buyer, and Buyer has agreed to purchase, acquire, and accept from Seller, all right, title, and interest of Seller in and to the Business Assets (as defined in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other Business Assets, certain intellectual property of Seller and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to such terms in the Purchase Agreement. For the purposes of this Assignment, the following terms will have the following meanings ascribed to them:

(a) “**Trademarks**” means any trade or service marks and logos described in, comprised in, or relating to (a) the Business Assets, and (b) the marks and logos set forth in Exhibit A and all rights and goodwill associated therewith.

2. **Assignment.** Seller hereby irrevocably assigns, conveys, sells, grants, and transfers and agrees to assign, convey, sell, grant, and transfer to Buyer (including without limitation its successors and assigns) the following rights:

(a) **Trademarks.** Seller hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Buyer (including without limitation its successors and assigns) all right, title and interest of every kind and character throughout the world in and to the Trademarks, including without limitation (a) all foreign, federal, state, local, statutory and common law and other rights therein; (b) the exclusive right to apply for and maintain all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations); (c) any and all contractual rights related to the Trademarks; (d) all goodwill associated therewith and symbolized by the Trademarks and the portion of the business of Seller to which the Trademarks pertain; (e) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued; (f) the right to sue for all past, present and future infringements or other violations of any rights relating to the Trademarks and to settle and retain proceeds from any such actions; and (g) any and all other rights and interests arising out of, in connection with or in relation to the Trademarks. Upon Buyer’s request, Seller will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be

reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Buyer in and to the Trademarks.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Business Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but are hereby ratified and reaffirmed and shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Appointment. Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agents and attorneys-in-fact, to act for an on behalf and instead of Seller, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Seller.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of Florida (without giving effect to principles of conflicts of laws).

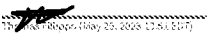
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

[SIGNATURE PAGE; TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have duly executed and delivered this **TRADEMARK ASSIGNMENT AGREEMENT** as of the Effective Date.

SELLER:

DEVAULT PACKING CO., INC.

By: 
Name: Thomas Fillippo
Title: CEO/President

BUYER:

DEVAULT FOODS LLC

By: Miami Beef Company, Inc.


By: 
Name:
Title: Daniel Young, Managing Member

EXHIBIT A

TRADEMARKS

Mark: DEVAULT FOODS
USPTO Serial Number: 73571880
USPTO Registration Number: 1489558

Mark: 3D BREAKAPART CHICKEN
STEAKS
USPTO Serial Number: 76569342
USPTO Registration Number: 2937445

Mark: 3D BREAKAPART PHILLY
STEAKS
USPTO Serial Number: 76567046
USPTO Registration Number: 2975365

Mark: BEHIND THE SCENES AHEAD
OF THE TASTE
USPTO Serial Number: 86519603
USPTO Registration Number: 5448815

Mark: FIREBALLS
USPTO Serial Number: 78577207
USPTO Registration Number: 3140411

Mark: IQC
USPTO Serial Number: 86544402
USPTO Registration Number: 5601565

Mark: JUICY "D"
USPTO Serial Number: 76234946
USPTO Registration Number: 2805334

Mark: MINUTE MENU
USPTO Serial Number: 74237874
USPTO Registration Number: 1764694

Mark: MINUTE MENU STEAKS
USPTO Serial Number: 73415876
USPTO Registration Number: 1309241

Mark: MRS. DI FILLIPPO'S
USPTO Serial Number: 74237875
USPTO Registration Number: 1720504

Mark: PLUS PATTIES
USPTO Serial Number: 76009106
USPTO Registration Number: 2440864

Mark: STEAKWICH
USPTO Serial Number: 73565717
USPTO Registration Number: 1410797

Mark: STEAKWICH
USPTO Serial Number: 73421465
USPTO Registration Number: 1308194