

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM832854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	02/10/2023		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Raymundos Food Group, LLC		08/11/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Desi Fresh Foods, LLC		
<b>Street Address:</b>	175 Price Parkway		
<b>City:</b>	Farmingdale		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11735		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97448891		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>			
<b>Phone:</b>	312-368-4000		
<b>Email:</b>	deanne.vannatta@us.dlapiper.com		
<b>Correspondent Name:</b>	Michael A. Geller		
<b>Address Line 1:</b>	DLA Piper LLP (US)S		
<b>Address Line 2:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	37264719.019001		
<b>NAME OF SUBMITTER:</b>	Michael A. Geller		
<b>SIGNATURE:</b>	/Michael Geller/		
<b>DATE SIGNED:</b>	08/17/2023		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is effective nunc pro tunc as of the 10<sup>th</sup> day of February, 2023 (the "Effective Date") by and between Raymundos Food Group, LLC (the "Assignor") and Desi Fresh Foods, LLC (the "Assignee").

WHEREAS, Assignor is the owner of certain rights in and to the pending trademark application identified on Schedule I and made part hereof (collectively, the "Mark"); and

WHEREAS, in connection with that certain Asset and Unit Purchase Agreement dated 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 Mark, 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 Mark 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 Mark worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Mark, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark 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 Mark, and any and all goodwill of the business associated with the use of, or symbolized by, the Mark.

3. Assignment of Mark and Business. The parties acknowledge and agree that Assignee is the successor to the portion of Assignor's business to which the Mark pertains and said business is ongoing and existing.

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

5. 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 Effective Date.

ASSIGNOR:

RAYMUNDOS FOOD GROUP, LLC

By: SE FLY

Name: STEVEN FLYER

Title: CHAIRMAN

Date: 8.11.2023

ASSIGNEE:

DESI FRESH FOODS, LLC

By: [Signature]

Name: MARY HERBERT

Title: CEO

Date: 8/17/23

SCHEDULE I

Trademark

Pending U.S. application Serial No. 97/448,891 for the Half Flower Design

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RECORDED: 08/17/2023

TRADEMARK  
REEL: 008171 FRAME: 0802