

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841961

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900778207		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultimate Gourment, LLC		12/16/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	THREE TREE RIPE LLC		
Street Address:	441 MAIN ROAD		
City:	TOWACO		
State/Country:	NEW JERSEY		
Postal Code:	07082		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0510873	GIROUX	
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:	3015025298		
Email:	bruce@marguliestrademark.com		
Correspondent Name:	Bruce Margulies		
Address Line 1:	700 Market Street #218		
Address Line 4:	Chapel Hill, NORTH CAROLINA 27516		
ATTORNEY DOCKET NUMBER:	ETRA0359		
NAME OF SUBMITTER:	Bruce Margulies		
SIGNATURE:	/BruceMargulies/		
DATE SIGNED:	09/26/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultimate Gourment, LLC		03/30/2023	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	THREE TREE RIPE, LLC		
Street Address:	441 MAIN ROAD		
City:	TOWACO		
State/Country:	NEW JERSEY		
Postal Code:	07082		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0510873	GIROUX	
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:	3015025298		
Email:	bruce@marguliestrademark.com		
Correspondent Name:	Bruce Margulies		
Address Line 1:	700 Market Street #218		
Address Line 4:	Chapel Hill, NORTH CAROLINA 27516		
ATTORNEY DOCKET NUMBER:	ETRA0359		
NAME OF SUBMITTER:	BruceMargulies		
SIGNATURE:	/BruceMargulies/		
DATE SIGNED:	06/08/2023		
Total Attachments: 2			
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source=GIROUX NEW USA ASSIGNMENT 3-23-23 SIGNED FINAL#page2.tif			

OP \$40.00 0510873

ASSIGNMENT OF TRADEMARK

WHEREAS, Assignor Ultimate Gourment, LLC
with an address at: 12 Ilene Ct, Hillsborough Township, NJ 08844
with a state/country of incorporation/residency in: New Jersey, USA

is the owner of certain trademark(s) identified as follows:

US Trademark Application/Registration No: 510873 (GIROUX)

WHEREAS, Assignee Three Tree Ripe LLC
with an address at: 441 Main Road, Towaco, NJ 07082
with a state/country of incorporation/residency in: New Jersey, USA

wishes to acquire the entire rights, title, goodwill, and interest in the Trademark(s).

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark(s), all rights to prepare derivative marks, all goodwill and all other rights, in and to the Trademark(s).
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignee shall pay the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration.
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement;
 - b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark(s);
 - c. The Trademark(s) is free of any liens, security interests, encumbrances or licenses;
 - d. The Trademark(s) does not infringe the rights of any person or entity;
 - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark(s);
 - f. This Agreement is valid, binding and enforceable in accordance with its terms; and
 - g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter thereof.




5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
6. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

For ASSIGNOR: REVITAL ALMAGOR

Date: 12/16/2021 Signature: 

Printed Name: REVITAL ALMAGOR

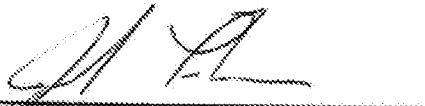
Title: MANAGING MEMBER

Date: 12/16/2021 Signature: 

Printed Name: DAN ALMAGOR

Title: MEMBER

For ASSIGNEE: Three Tree Ripe LLC

Date: March 30, 2023 Signature: 

Printed Name: Joel Fishman