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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM854745

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hoboken Farm Stand Inc.		10/02/2023	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Hoboken Farms Foods LLC	
Street Address:	314 Colfax Avenue	
City:	Clifton	
State/Country:	NEW JERSEY	
Postal Code:	07013	
Entity Type:	Limited Liability Company: NEW JERSEY	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3837534	HOBOKEN FARMS
Registration Number:	5646133	SAUCE-UM

CORRESPONDENCE DATA

Fax Number: 9733251501

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.

Phone: 9735302025

Email: trademarks@csglaw.com

Correspondent Name: Peter Nussbaum

Address Line 1: Chiesa Shahinian & Giantomasi PC

Address Line 2: 105 Eisenhower Parkway

Address Line 4: Roseland, NEW JERSEY 07068

NAME OF SUBMITTER:	Peter Nussbaum
SIGNATURE:	/Peter Nussbaum/
DATE SIGNED:	11/20/2023

Total Attachments: 2

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TRADEMARK REEL: 008263 FRAME: 0588

TRADEMARK AND SERVICE MARK ASSIGNMENT

This **TRADEMARK AND SERVICE MARK ASSIGNMENT** (the "<u>Assignment</u>") is entered into as of October 2, 2023 by Hoboken Farm Stand Inc, a New Jersey corporation having an address at 314 Colfax Avenue, Clifton, New Jersey 07013 ("<u>Assignor</u>") for the benefit of Hoboken Farms Foods LLC, a New Jersey limited liability company having an address at 314 Colfax Avenue, Clifton, New Jersey 07013 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademark and Service Mark Registrations set forth in <u>Exhibit A</u> attached hereto (the "<u>Marks</u>"), as well as all common law rights in and to said Marks and any and all existing and future Trademark and Service Mark Registrations and Applications related to said Marks; and

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement dated as of August 15, 2023 (the "Contribution Agreement"); and

WHEREAS, pursuant to the provisions of the Contribution Agreement, among other things, Assignor has agreed to assign all rights in and to the Marks to Assignee, and Assignee has agreed to acquire all rights in and to the Marks, including any and all common law rights in and to the Marks, and any and all registrations related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns to Assignee, all right, title and interest throughout the world, in and to said Marks, together with all of the goodwill of the business symbolized by said Marks and together with the right to recover damages and profits and all other remedies for past and future infringements thereof.
- 2. Assignor agrees to assist and cooperate with Assignee to secure and enforce the rights granted to Assignee hereunder, including executing documents, and taking further acts required to perfect the chain of title and transfer the rights in and to the Marks to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR: Hoboken Farm Stand Inc

By Brad Finkel
Brad Finkel
Brad Finkel

President

4854-7658-4580.v1

Exhibit A

U.S. Trademark and Service Mark Registrations

Trademark/Service Mark	Class(es)	Reg. No.	Reg. Date
HOBOKEN FARMS	29, 30, 35	3,837,534	August 24, 2010
SAUCE-UM	30	5,646,133	January 8, 2019

4854-7658-4580.v1

TRADEMARK REEL: 008263 FRAME: 0590

RECORDED: 11/20/2023