

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleopatra Resources, LLC		12/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Giant Penn, LLC		
Street Address:	1806 N FRANKLIN STREET		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4718811	AMERICAN NATURAL	
Registration Number:	4864730	AMERICAN NATURAL	
CORRESPONDENCE DATA			
Fax Number:	8132270498		
<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:	813-227-7401		
Email:	mmason@trenam.com		
Correspondent Name:	Monica B. Mason, Esq.		
Address Line 1:	101 E. KENNEDY BLVD.		
Address Line 2:	SUITE 2700		
Address Line 4:	TAMPA, FLORIDA 33602		
NAME OF SUBMITTER:	Monica B. Mason, Esq.		
SIGNATURE:	/monica b. mason/		
DATE SIGNED:	01/22/2024		
Total Attachments: 5			
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TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Trademark and Intellectual Property Assignment Agreement (this “Assignment”), dated as of December 12, 2023 (the “Effective Date”), is made by and between Cleopatra Resources, LLC, a Delaware limited liability company (“Assignor”), and Giant Penn, LLC, a Florida limited liability company (“Assignee”) and is delivered pursuant to the Purchase Agreement (the “Purchase Agreement”), dated as of November 3, 2023, by and among those entities specified on Exhibit A of the Purchase Agreement, Assignee, Giant Ohio, LLC, a Florida limited liability company, and Giant Indiana, LLC, a Florida limited liability company. Capitalized terms used in this Assignment without definition have the respective meanings given to them in the Purchase Agreement. Assignor and Assignee are each referred to herein as a “Party” and collectively as the “Parties.”

Assignor is the owner of the trademarks identified on **Schedule A** attached hereto and incorporated herein (collectively, the “Trademarks”); and

Pursuant to the Purchase Agreement, Assignee shall purchase and accept from Assignor, and Assignor shall sell, transfer and assign to Assignee all of Assignor’s right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, whether statutory or at common law under applicable law of any jurisdiction throughout the world, together with the goodwill of the business connected with the use of, and symbolized by the Trademarks, including, but not limited to, the exclusive rights to (a) all income, royalties and payments now or hereafter due or payable with respect thereto, (b) any and all claims with respect to the foregoing, whether accruing before, on or after the date hereof, including to sue for, bring actions, and defend against, or otherwise recover for infringements, misappropriation or any other violation of the Trademarks, and the right to all the profits or damages due or accrued, arising out of or in connection with any and all infringements, dilution, violation, misuse, misappropriation or any other violation of the Trademarks, and (c) apply for, make filings with respect to and maintain all registrations, applications, renewals and extensions thereof.

Section 2 Further Assurances. Upon written request from Assignee, Assignor agrees to take such actions and execute such documentation that may be reasonably necessary to effectuate the assignment, transfer, and conveyance of the Trademarks. Assignor hereby authorizes the United States Patent and Trademark Office to record and register this Assignment and record Assignee as the owner of the Trademarks in accordance with the terms of this Assignment and to issue any such trademark registration, certificate or document in the name and for the benefit of Assignee.

Section 3 Counterparts. The Parties may execute this Assignment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Assignment is effective upon delivery of one executed counterpart from each party to the other parties. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile, email or other means of electronic transmission that includes a copy of the sending party's signature(s) shall be deemed to have the same legal effect as signing and delivering the counterpart in person.

Section 4 General. This Assignment (a) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns and (b) does not modify or affect, and is subject to, the provisions of the Purchase Agreement. Nothing contained in this Assignment will release any party to the Purchase Agreement from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, enlarge, or modify any of the representations, warranties, indemnities, covenants, agreements or in general, any rights and remedies, and any of the obligations of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Assignment, the provisions of the Purchase Agreement will control. This Assignment shall be subject to all applicable provisions of Sections 28, 29, 33, 34, 35 and 38 of the Purchase Agreement, and such provisions are incorporated herein *mutatis mutandis*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

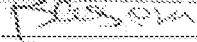
ASSIGNOR:

CLEOPATRA RESOURCES, LLC

DocuSigned by:
By: James Bromley
Name: James Bromley
Title: Authorized Representative

ASSIGNEE:

GIANT PENN, LLC

By: 
Name: Basem Ali
Title: Manager

Schedule A

Trademarks

Registration Number	Description
4718811	Service Mark – The wording “american” over the word “natural” with five round circles to the right of the wording “natural”, four of them being opaque
4864730	Service Mark - Stylized wording “American Natural”

[Schedule A to Trademark and Intellectual Property Assignment Agreement]