

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM870756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TEAM INTERNATIONAL GROUP OF AMERICA, INC.		01/08/2024	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Greenfield World Trade, Inc.		
<b>Street Address:</b>	3355 Enterprise Ave.		
<b>City:</b>	Weston		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33331		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5355696	BEAU	
<b>Registration Number:</b>	5442806	KALORIK	
<b>Registration Number:</b>	5454630	HAUS	
<b>Registration Number:</b>	5656519	CALORIC	
<b>Registration Number:</b>	5783379	HAUS	
<b>Registration Number:</b>	6070644	BARTISTA	
<b>Registration Number:</b>	6092649	MAXX	
<b>Registration Number:</b>	6092650	THE MAXX	
<b>Registration Number:</b>	6661107	CHOP 21	
<b>Registration Number:</b>	6630056	HUVI	
<b>Registration Number:</b>	6666927	KALORIK	
<b>Registration Number:</b>	6503436	KALORIK	
<b>Registration Number:</b>	6835616	SMOKELESS SEAR	
<b>Registration Number:</b>	6986877	KALORIK	
<b>Serial Number:</b>	97754237	KALORIK	
<b>Serial Number:</b>	98044528	VIVID	
<b>Serial Number:</b>	97350059	THE ONE PAN	
<b>CORRESPONDENCE DATA</b>			

CH \$440.00 5355696

**Fax Number:** 4192416894

***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:** 4193211473

**Email:** mdockins@shumaker.com

**Correspondent Name:** Michael E. Dockins

**Address Line 1:** 1000 Jackson St.

**Address Line 4:** Toledo, OHIO 43604

<b>NAME OF SUBMITTER:</b>	Michael E. Dockins
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<b>SIGNATURE:</b>	/med/
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<b>DATE SIGNED:</b>	01/24/2024
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**Total Attachments: 8**

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of January 8, 2024, by and among Team International Group of America, Inc., a Florida corporation (“TIGA”), Kalorik, LLC, a Florida limited liability company (“Kalorik”), and Theodore Tzafaroglou, an individual, solely in his capacity as the appointed receiver, for, and on behalf of TIGA and Kalorik (“Receiver”, and together with TIGA and Kalorik, “Assignor”), and Greenfield World Trade, Inc., a Florida corporation (“Assignee”).

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 8, 2024 (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the “Asset Purchase Agreement”), by and among Assignor, Assignee and the other parties thereto; and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, Assignee desires to acquire from Assignor all of TIGA’s and Kalorik’s right, title and interest in and under the trademark registrations and trademark applications set forth on Schedule A attached hereto (the “Trademarks”), together with the goodwill of TIGA and Kalorik connected with and symbolized by the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual agreements, provisions, and covenants contained herein and in the Asset Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. **Undefined Terms**. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. **Assignment**. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of rights, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of TIGA and Kalorik connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, all rights to collect royalties and proceeds in connection with such Trademarks that are or were due or payable after the Closing and all rights to petition, sue or otherwise seek and recover for any past, present or future infringements, misappropriations or other violation of the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said right, title and interest could have been held and enjoyed by TIGA or Kalorik, as applicable, had this sale, assignment, transfer conveyance and deliverance not been made.
3. **Recording**. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “PTO”) or other governing authority, and the parties hereby authorize the PTO or other such governing authority to record this Agreement.
4. **Further Assurances**. At and from time to time following the Closing, Assignor shall take such actions as required by Section 5.1(a) (*Further Assurances*) of the Asset Purchase Agreement in regard to this Agreement.

5. **Asset Purchase Agreement.** This Agreement is entered into in accordance with and is subject to all of the representations, warranties, covenants, limitations, exclusions, and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. **Counterparts; Facsimile Signatures.** This Agreement may be executed and delivered in any number of counterparts (including by portable document format or .PDF attachment to e-mail, or via electronic signature services such as DocuSign.com), each of which shall be an original, but all of which together shall constitute one instrument.

7. **Governing Law.** All disputes, claims controversies and proceedings arising out of or relating to this Agreement, any other Transaction Document and/or any certificate delivered in connection herewith or therewith (including the negotiation, validity or performance hereof or thereof and the transactions contemplated hereby or thereby) shall be construed in accordance with and governed for all purposes by the internal substantive and procedural Laws of the State of Florida applicable to contracts executed and to be wholly performed within the State of Florida, without regard to its rules of conflict of Laws or any other rule or promulgation that could cause the Law of any state other than Florida to apply.

*[Remainder of page left blank intentionally. Signature page follows.]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

**ASSIGNOR:**

TEAM INTERNATIONAL GROUP OF  
AMERICA, INC.

By: 

Name: Theodore Tzafaroglou

Title: Appointed Receiver, pursuant to the Agreed  
Order Appointing Receiver, filed on November 30,  
2023, for and on behalf of Team International Group  
of America, Inc. and Kalorik, LLC

KALORIK, LLC

By: 

Name: Theodore Tzafaroglou

Title: Appointed Receiver, pursuant to the Agreed  
Order Appointing Receiver, filed on November 30,  
2023, for and on behalf of Team International Group  
of America, Inc. and Kalorik, LLC

**SOLELY IN HIS CAPACITY AS APPOINTED  
RECEIVER:**

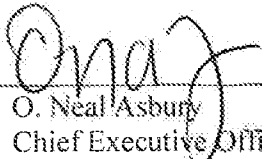
THEODORE TZAFAROGLOU

Appointed Receiver, pursuant to the Agreed Order  
Appointing Receiver, filed on November 30, 2023, for  
and on behalf of Team International Group of America,  
Inc. and Kalorik, LLC

By: 

ASSIGNEE:

GREENFIELD WORLD TRADE, INC.

By:   
Name: O. Neal Asbury  
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 008325 FRAME: 0474**

**ACKNOWLEDGED AND AGREED:**

TEAM INTERNATIONAL GROUP OF AMERICA, INC.

By: 

Name: Uri Murad

Title: Chief Executive Officer

KALORIK, LLC

By: 

Name: Uri Murad










Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]
















**TRADEMARK**  
**REEL: 008325 FRAME: 0475**




**Schedule A**

**Trademarks**

Mark	Jurisdiction	Appl. No.	Appl. Date	Reg No.	Reg. Date	Class
BEAU (design) 	U.S.	86905845	2/12/2016	5355696	12/12/2017	8
KALORIK	U.S.	87579050	8/22/2017	5442806	4/10/2018	7, 11
HAUS (design) 	U.S.	87333215	2/13/2017	5454630	4/24/2018	11
CALORIC	U.S.	87401661	4/6/2017	5656519	1/15/2019	11
HAUS	U.S.	87980853	8/22/2017	5783379	6/18/2019	11
BARTISTA	U.S.	88382095	4/11/2019	6070644	6/2/2020	11
MAXX	U.S.	88646790	10/8/2019	6092649	6/30/2020	11
THE MAXX	U.S.	88646813	10/8/2019	6092650	6/30/2020	11
CHOP 21	U.S.	90316083	11/12/2020	6661107	3/1/2022	11, 21
HUVI	U.S.	90107097	8/11/2020	6630056	1/25/2022	7
KALORIK	U.S.	97064498	10/7/2021	6666927	3/8/2022	11
KALORIK	U.S.	88982387	6/10/2020	6503436	9/28/2021	21
SMOKELESS SEAR	U.S.	90703977	5/11/2021	6835616	8/30/2022	11
KALORIK (design) 	U.S.	79014218	6/24/2005	3382035	2/12/2008	7, 9
KALORIK	U.S.	88958652	6/10/2020	6986877	2/21/2023	21
KALORIK	U.S.	97754237	1/13/2023			8
VIVID	U.S.	98044528	6/15/2023			7, 11
THE ONE PAN (design)	U.S.	97350059	4/6/2022			21
KALORIK (design)	Israel	311701	12/11/2018	311701	4/1/2019	7, 11
KALORIK (design) 	Costa Rica	276813	9/10/2018	276813	1/21/2019	7, 11
KALORIK (design) 	Ecuador	MSENADI/20 18/65642	8/30/2018	SENADI/2020 /TI/17420		7
KALORIK (design) 	Ecuador	MSENADI/20 18/65641	8/30/2018	SENADI/2020 /TI/17262		11
KALORIK (design) 	Canada	1824014	2/22/2017	TMA1135373	7/26/2022	7, 11
KALORIK (design) 	Columbia	07104396	10/5/2007	356576	6/25/2008	11
KALORIK (design) 	Columbia	07104395	10/5/2007	356577	6/25/2008	7
KALORIK (design)	Venezuela	M2009/01328 9	8/14/2009	P323163	11/16/2012	7



Mark	Jurisdiction	Appl. No.	Appl. Date	Reg No.	Reg. Date	Class
						
KALORIK (design) 	Venezuela	M2009/01328 8	8/14/2009			11
KALORIK (design) 	Panama	M256980-01	3/16/2017	256980	3/16/2017	7, 11
KALORIK (design) 	Mexico	M1070513	2/25/2010	1158287	5/17/2010	7
KALORIK (design) 	Mexico	M1070560	2/25/2010	1160617	5/27/2010	11
KALORIK (design) 	Mexico	M1751277	5/25/2016	1797994	9/14/2017	7
KALORIK (design) 	Mexico	M1751278	5/25/2016	1765983	6/21/2017	11
KALORIK (design) 	Japan	2019-096485	7/12/2019	6271851	7/21/2020	7, 11
KALORIK (design) 	Australia	2023499	7/17/2019	2023499	7/17/2019	7, 11
KALORIK (design) 	Dominican Republic	E2019-22818	5/31/2019			7, 11
KALORIK (design) <b>KALORIK</b>	Taiwan	108021249	4/9/2019	02016010	10/16/2019	7
KALORIK (design) <b>KALORIK</b>	Taiwan	108021248	4/9/2019	02016328	10/16/2019	11
KALORIK (design) 	Taiwan	108021246	4/9/2019	02016327	10/16/2019	11
KALORIK (design) 	Taiwan	108021247	4/9/2019	02016009	10/16/2019	7
KALORIK (design) 	Brazil	917535278	6/17/2019	917535278	2/18/2020	7
KALORIK (design) 	Brazil	917535359	6/17/2019	917535359	2/18/2020	11
KALORIK (design) 	WIPO		5/6/1985	494296	5/6/1985	7, 9, 11
CALORIC	Israel	311703	12/11/2018		4/1/2019	7, 11
CALORIC	China	44636455-7	3/16/2020	44636455	12/14/2020	7
CALORIC	China	53717725A- 11	2/18/2021	53717725A	3/7/2022	11

Mark	Jurisdiction	Appl. No.	Appl. Date	Reg No.	Reg. Date	Class
HAUS (design) 	Canada	1894856	4/20/2018	TMA1087280	11/9/2020	7, 8, 9, 11, 21
ROLLIE	Canada	1626208	5/10/2013	TMA894020	1/15/2015	11
ROLLIE (design) 	Canada	1626209	5/10/2013	TMA894021	1/15/2015	11
ROLLIE (design) 	WIPO	1256608	3/4/2015	1256608	3/4/2015	11