

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI12510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CV NE, LLC		02/06/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Cafe Valley, Inc.		
Street Address:	7000 West Buckeye Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6414722	SWEET DELISH! TASTY	
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:	6022816481		
Email:	trademark@galvanilegal.com		
Correspondent Name:	Mr. Thomas W. Galvani		
Address Line 1:	3519 E. Shea Blvd. Suite 129		
Address Line 4:	Phoenix, ARIZONA 85028		
ATTORNEY DOCKET NUMBER:	6767-OC1		
NAME OF SUBMITTER:	Thomas Galvani		
SIGNATURE:	Thomas Galvani		
DATE SIGNED:	02/07/2024		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT

This Assignment Agreement is between CV NE, LLC, a Delaware limited liability company (“Assignor”), with an address of 550 Hills Drive, Suite 220, Bedminster, New Jersey, 07921, and Café Valley, Inc., a Delaware corporation (“Assignee”), with an address of 7000 West Buckeye Road, Phoenix, Arizona 85043 (jointly, “the Parties”).

RECITALS

- A. Assignor is a Delaware limited liability company, and Assignee is a Delaware corporation.
- B. Assignor has the right to assign the entire right, title, and interest in the Patents and Trademarks (each as defined below) and the associated goodwill relating to the Trademarks and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Patents and Trademarks and the associated goodwill relating to the Trademarks.

AGREEMENTS

NOW, THEREFORE, the Parties agree as follows:

- The Patents. The “Patents” means the patents, patent applications, and industrial designs identified in attached Exhibit A, including any and all patents, patent applications, and industrial designs arising therefrom, filed, or to be filed anywhere in the world, including unless otherwise specifically stated in this or another written document, all divisions, reissues, continuations, continuations-in-part, international applications, designs, international registrations of industrial designs, including family member patents and patent applications and industrial designs, and extensions thereof, all claims for past or future infringement thereof, and all rights of priority resulting from the filing thereof. The “Patents” further includes the right and ability to apply for patents and industrial designs based on any subject matter in the patents, patent applications, and industrial designs identified in Exhibit A.
- The Trademarks. The “Trademarks” means the trademarks and trademark applications and registrations identified in attached Exhibit B, including any and all trademarks and trademark applications arising therefrom and registrations therefor, filed, or to be filed anywhere in the world, including unless otherwise specifically stated in this or another written document, all claims for past or future infringement thereof, and all associated goodwill of the business relating to the goods and services provided with respect to the trademarks and trademark applications and registrations identified in Exhibit B.
- Assignment. In exchange for good and valuable consideration, of which Assignor acknowledges receipt and sufficiency, Assignor hereby transfers and assigns to Assignee all of Assignor’s right, title, and interest that Assignor may have or acquire in the Patents and the Trademarks, together with all associated goodwill of the business relating to the goods and services provided with respect to the Trademarks.
- Representations and Warranties. Assignor represents and warrants that Assignor has the entire right, title, and interest in and to the Patents and the Trademarks and has the right to convey the entire right, title, and interest in and to the Patents and the Trademarks without limitation. Assignor represents and warrants that the entire right, title, and interest in and to the Patents and the Trademarks is hereby transferred and assigned to Assignee free and clear of any encumbrances.

5. Necessary Acts. Assignor and Assignee agree to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. Assignor hereby authorizes and requests any official whose duty it is to issue patents, trademarks, or industrial designs to issue any patent, trademark, or industrial design to Assignee or its successors and assigns. Assignor hereby agrees that on request and without further consideration, Assignor will communicate to Assignee any facts known to Assignor respecting the patents, patent applications, trademarks, trademark applications and registrations, and industrial designs arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent and trademark protection in all countries.

6. Governing Law. Arizona law shall govern this Agreement.

7. Reformation and Severability. If any section of this Agreement is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.


8. Execution and Effective Date. IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of 2/6/2024.

Assignor: CV NE, LLC

Assignee: Café Valley, Inc.

Name: Brian Owens
Title: CEO

Name: Brian Owens
Title: CEO

Signature: 




Signature: 

EXHIBIT A
Patent and Industrial Design Matters

Title	Country	Type	Status	App. No.	App. Date	Patent/Reg. No.	Issue Date
Container For Food items	United States	Patent	Issued	29/635,790	2/2/2018	D892634	8/11/2020
Container Lid	United States	Patent	Issued	29/635,795	2/2/2018	D854928	7/30/2019
Container Lid	United States	Patent	Issued	29/635,793	2/2/2018	D856137	8/13/2019
Container For Comestible Products	United States	Patent	Issued	16/266,364	2/4/2019	11,186,427	11/30/2021
Container For Comestible Products	United States	Patent	Issued	17/524,768	11/12/2021	11,858,721	1/2/2024
Container For Comestible Products	United States	Patent	Pending	18/514,480	11/20/2023		
Container For Food items	Canada	Industrial Design	Issued	179781	2/18/2019	179781	2/18/2019
Container Lid	Canada	Industrial Design	Issued	179783	2/18/2019	179783	2/18/2019
Container Lid	Canada	Industrial Design	Issued	179782	2/18/2019	179782	2/18/2019
Container For Comestible Products	Canada	Patent	Pending	3032628	2/4/2019		

EXHIBIT B
Trademark Matters

Title	Country	Type	Status	App. No.	App. Date	Trademark Reg. No.	Issue Date
SWEET DELISH! TASTY & Design 	United States	Trademark	Issued	90028812	6/30/2020	6,414,722	7/13/2021
FREED'S BAKERY	Canada	Trademark	Issued	1548162	10/13/2011	TMA866211	11/28/2013
SWEET DELISH! TASTY & Design 	Canada	Trademark	Pending	2033992	6/12/2020		