

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresh Made Foods, LLC		08/28/2009	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Fresh Grocer Holdings, LLC		
Street Address:	5004 State Road		
City:	Drexel Hill		
State/Country:	PENNSYLVANIA		
Postal Code:	19026		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2864574	THE FRESH GROCER	
CORRESPONDENCE DATA			
Fax Number:	(215)568-6603		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215-568-6060		
Email:	trademarks@klehr.com		
Correspondent Name:	Klehr, Harrison		
Address Line 1:	Attn: Robert A. McKinley		
Address Line 2:	260 S. Broad Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
ATTORNEY DOCKET NUMBER:	03271-0051		
NAME OF SUBMITTER:	Robert A. McKinley		
Signature:	/Robert A. McKinley/		

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**TRADEMARK
 REEL: 004057 FRAME: 0911**

Date:

09/08/2009

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

WHEREAS, Fresh Made Foods, LLC a Pennsylvania Limited Liability Company, having its principal place of business at 5000 State Road, Drexel Hill, Pennsylvania (“Assignor”), is the owner of Trademark Registration No. 2,864,574 for the mark THE FRESH GROCER; and

WHEREAS, Fresh Grocer Holdings, LLC, a Pennsylvania Limited Liability Company, having its principal place of business at 5004 State Road, Drexel Hill, Pennsylvania (“Assignee”), is desirous of acquiring all right, title and interest in and to the above trademark registration in the United States Patent and Trademark Office identified and described below:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has assigned and does hereby sell, transfer, convey and assign unto Assignee the entire right, title, and interest in and to said mark, all registrations and all applications for registration of said mark, including without limitation the right to recover for past infringement of said mark, and the good will of the business in connection with which said mark is used and which are symbolized by said mark.


Assignor hereby covenants and represents that the execution, delivery and performance of this Assignment of Trademarks by Assignor has been duly and validly authorized by all necessary corporate action, that this Assignment of Trademarks has been duly and validly executed and delivered by Assignor and that this Assignment of Trademarks constitutes a valid and legally binding agreement of Assignor, enforceable against Assignor in accordance with its terms. The execution, delivery and performance of this Assignment of Trademarks does not conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, injunction, decree, rule or regulation, or ruling of any court or governmental instrumentality, or the articles of incorporation, bylaws or resolutions of the Board of Directors or Assignor, or conflict with, constitute grounds for termination of or result in a breach of or constitute a default under any agreement, instrument, license or permit to which Assignor is or will be subject.

Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assignees, any facts known to Assignor respecting said mark, and at Assignee’s sole expense testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said mark in all countries.

IN WITNESS WHEREOF, this Assignment of Trademarks is executed at Drexel Hill, Pennsylvania, this 28th day of AUGUST, 2009.

Fresh Made Foods, LLC

By: Patrick Burns

Signature: 

Title: CEO

Date: 8/28/09