TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM356337

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
Tuscan Kitchen, LLC		09/25/2015	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	Tuscan Brands, LLC	
Street Address:	67 Main Street	
City:	Salem	
State/Country:	MASSACHUSETTS	
Postal Code:	03079	
Entity Type:	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark		
Registration Number:	4127037	TUSCAN KITCHEN		
Registration Number:	4290369	TUSCAN MARKET		

CORRESPONDENCE DATA

Fax Number: 6173459020

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.

617-345-9000 Phone:

Email: tmdocket@haslaw.com

Correspondent Name: Andrea J. Mealey Address Line 1: 28 State Street

Address Line 2: Hinckley Allen & Snyder LLP

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	063671-2000 & 2001
NAME OF SUBMITTER:	Andrea J. Mealey
SIGNATURE:	/Andrea J Mealey/
DATE SIGNED:	09/25/2015

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "<u>Assignment</u>") dated as of September 25, 2015 (the "<u>Effective Date</u>") is by and between Tuscan Kitchen, LLC, a New Hampshire limited liability company ("<u>Assignor</u>"), and Tuscan Brands, LLC, a New Hampshire limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the Trademark Registrations listed on Schedule "A" attached hereto (the "Trademarks"), and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to Trademarks from Assignor pursuant to this Assignment.

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

- I. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the identified applications and/or registrations therefor, and the right to enforce the Trademarks in the United States and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to maintain all such registrations, renewals, and applications; to sue for all past, present or future infringements or other violations of any rights in or to the Trademarks; and to settle and retain proceeds from any such actions in the name of Assignee, its successors or assigns.
- 2. <u>Further Assurances</u>. Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Trademarks, and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year written below to be effective as of the Effective Date.

TUSCAN KITCHEN, LLC

(Assignor)

By: Joseph P. Fate

Its: Principal

TUSCAN BRANDS, LLC

(Assignee)

Its: Principal

TRADEMARK REEL: 005630 FRAME: 0627

SCHEDULE "A" U.S. Trademarks

Title	Ser. No.	Filing Date	Reg. No.	Reg. Date
TUSCAN KITCHEN	85/105,794	08/12/2010	4,127,037	04/10/2012
TUSCAN MARKET	85/105,806	08/12/2010	4,290,369	02/12/2013

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RECORDED: 09/25/2015