

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428838

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|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Garber Bros., Inc. | | 04/20/2017 | Corporation: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | CONSUMER PRODUCT DISTRIBUTORS, INC. | | |
| Doing Business As: | J. POLEP DISTRIBUTION SERVICES | | |
| Street Address: | 705 MEADOW ST | | |
| City: | CHICOPEE | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01013 | | |
| Entity Type: | Corporation: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3882286 | BEANTOWN | |
| Registration Number: | 3991556 | BEANTOWN COFFEE | |
| 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: | 8605279211 | | |
| Email: | alixyaleristas@gmail.com | | |
| Correspondent Name: | NANCY KENNEDY | | |
| Address Line 1: | 750 MAIN ST | | |
| Address Line 2: | ALIX, YALE & RISTAS, LLP | | |
| Address Line 4: | HARTFORD, CONNECTICUT 06103 | | |
| ATTORNEY DOCKET NUMBER: | JPOLEP/M600 | | |
| NAME OF SUBMITTER: | NANCY KENNEDY | | |
| SIGNATURE: | /NANCY KENNEDY/ | | |
| DATE SIGNED: | 05/24/2017 | | |
| Total Attachments: 3 | | | |

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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into between GARBBER BROS., INC., a Massachusetts corporation with a usual place of business at Route 139 at Kay Way, Stoughton, Massachusetts 02072 ("Seller) and CONSUMER PRODUCT DISTRIBUTORS, INC., D/B/A J. POLEP DISTRIBUTION SERVICES, a Massachusetts corporation having a usual place of business at 705 Meadow Street, Chicopee, Massachusetts 01013 ("Assignee") effective as of 11:59 p.m. on April 20, 2017.

WHEREAS, the Seller, a Massachusetts corporation, is the owner of all right, title and interest in and to the trademarks listed in Exhibit 1 attached hereto (the "Trademarks"), and all goodwill associated therewith, and has adopted, used and is currently using the Trademarks;

WHEREAS, Assignee would like to acquire all right, title and interest in and to the Trademarks, and all goodwill associated therewith; and

WHEREAS, Seller and Assignee have entered into an Agreement for Purchase and Sale pursuant to which the Seller has agreed to sell and assigne the Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including, without limitation, the consideration referred to in that certain Agreement for Purchase and sale dated April 20, 2017 by and between Seller and Assignee the receipt and legal sufficiency of which are hereby acknowledged, the parties, each of them intending to be legally bound, hereby agree as follows:

1. Seller represents and warrants that it is the owner of all right, title and interest in and to the Trademarks and all goodwill associated therewith, and has the ability to sell its right, title and interest in and to the Trademarks to Assignee and all goodwill associated therewith; and

2. Seller hereby assigns, conveys and transfers all of the its right, title and interest in and to the Trademarks and all goodwill associated therewith to Assignee including all income, royalties, damages and payments now or hereafter due or payable with respect thereto and all causes of action either in law or equity and the right to sue, counterclaim and to recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment. The Seller hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and shall submit such documents (such as registrant name change agreements) as are necessary to effect the assignment and transfer of the Trademarks to Assignee, and to sign or otherwise execute all such documents necessary to effectuate this Assignment.

IN WITNESS WHEREOF, the Seller and Assignee have caused their duly authorized officers to execute this Agreement under seal the day and year above first written.

SELLER:

GARBER BROS., INC.

By: Michael A. DeJoy SVP
Its duly authorized

ASSIGNEE:

CONSUMER PRODUCT DISTRIBUTORS,
INC.

By: [Signature]
Its duly authorized Seofy + Abby

Exhibit 1

- That certain federal registered trademark, Registration Number 3991556, "Beantown Coffee"; and
- That certain federal registered trademark, Registration Number 3882286, "Beantown".