

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446545

<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>
Cold Cow, LLC		10/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Omni Food Concepts, Inc.		
<b>Street Address:</b>	920 Irwin Run Road		
<b>City:</b>	West Mifflin		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15122		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4013650	ARCTIC MOUNTAIN CREAMERY	
<b>Registration Number:</b>	3406309	COLD COW ICE CREAM	
<b>Registration Number:</b>	4532151	COLD COW ICE CREAM	
<b>Registration Number:</b>	3375266	DEVINCI'S PIZZERIA	
<b>Registration Number:</b>	4401435	SHIRE OAKS BARRELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122091845		
<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>			
<b>Phone:</b>	4122974900		
<b>Email:</b>	iptrademark@cohenlaw.com		
<b>Correspondent Name:</b>	Cohen & Grigsby, P.C.		
<b>Address Line 1:</b>	625 Liberty Avenue		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222-3152		
<b>ATTORNEY DOCKET NUMBER:</b>	4509.1		
<b>NAME OF SUBMITTER:</b>	Frederick L. Tolhurst		
<b>SIGNATURE:</b>	/frederick l. tolhurst/		
<b>DATE SIGNED:</b>	10/10/2017		

CH \$140.00 4013650

**Total Attachments: 4**

source=20171006081509#page1.tif

source=20171006081509#page2.tif

source=20171006081509#page3.tif

source=20171006081509#page4.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of 1st day of October, 2017 (the "Effective Date") is made by and between COLD COW, LLC ("Seller"), and OMNI FOOD CONCEPTS, INC. ("Buyer").

WHEREAS, Seller desires to convey, transfer, and assign to Buyer, and Buyer desires to acquire, certain intellectual property of Seller.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer. Seller hereby irrevocably sells, assigns, transfers, conveys, and quitclaims to Buyer, and its successors and assigns, and Buyer hereby accepts, all of Seller's right, title, and interest of every kind and nature in and to intellectual property of Seller including but not limited to, the items identified on Schedule A and any other rights, privileges, and protections of any kind whatsoever of Seller (the "Acquired Rights"). The parties acknowledge and agree that Seller is selling, assigning, transferring, and conveying whatever interest Seller has or may have in the Acquired Rights, if any, without any representations or warranties of any kind.

2. Consideration. As consideration in full for the Acquired Rights, Buyer shall assume any and all liabilities related to the Acquired Rights. In further consideration of the rights granted herein, Buyer hereby waives any and all claims it has, or may have in the future, against Seller arising from, relating to, or with respect to the Acquired Rights.

3. Further Assurances. From and after the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

4. General.

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule.


(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

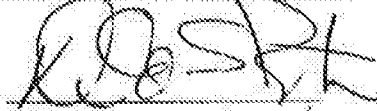
(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission, confirmed in writing, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

COLD COW, LLC

By:   
Name: Amy Frenkel  
Title: MGR.

OMNI FOOD CONCEPTS, INC.

By:   
Name: Donald Pungitore  
Title: President



INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

All confidential and proprietary information including but not limited product formulations, recipes, packaging, design marks, trademarks, copyrights, trade secrets, claims or causes of action related to the same, market data, methods of doing business, plans, designs, systems, product specifications, business and technical know-how, processes, customer lists, and lists of potential customers or suppliers.

All United States and foreign rights in any intellectual property such as patentable inventions, non-patentable processes, concepts or know-how, designs and the like created by Seller or its employees or agents.

All works of authorship and copyrightable work product, including written reports of findings, manuals, computer programs, machine instructions, and data bases that were created by the Seller or its employees or agents.

All trademarks, including without limitation the following registered and unregistered trademarks:

MARK	REG. NO.	REG. DATE	GOODS/SERVICES	OWNER
ARCTIC MOUNTAIN CREAMERY	4013650	8/16/2011	IC30: Ice cream; ice cream desserts; ice cream drinks	Cold Cow LLC
COLD COW ICE CREAM	3406309	4/1/2008	IC30: Ice cream and ice cream novelties, namely, bars, sandwiches, shakes and treats, namely, ice cream with added strawberries, chocolate and cherries. IC35: Retail ice cream shops located in retail convenience stores	Cold Cow LLC
	4532151	5/20/2014	IC30: Ice cream and ice cream novelties, namely, bars, sandwiches, shakes and treats, namely, ice cream with added strawberries, chocolate and cherries IC35: Retail ice cream shops located in retail convenience stores	Cold Cow LLC
	3375266	1/29/2008	35 Int.: Retail pizza shops located inside convenience stores.	Cold Cow LLC
SHIRE OAKS BARRELS	4,401,435	9/10/2013	IC33: Wine	Cold Cow LLC

