

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King Sales Group, Inc.		12/29/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MOORE KENSTON, LLC		
Street Address:	9 Main Street, SUITE 1F		
City:	Manchaug		
State/Country:	MASSACHUSETTS		
Postal Code:	01526		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3380445	FALL HARVEST PRODUCTS	
Registration Number:	2739236	EGGCARTONS.COM	
CORRESPONDENCE DATA			
Fax Number:	6173459020		
<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:	617-345-9000		
Email:	tmdocket@hinckleyallen.com		
Correspondent Name:	Alexander P. Montgomery, Esq.		
Address Line 1:	28 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	073969-0174972		
NAME OF SUBMITTER:	Alexander P. Montgomery		
SIGNATURE:	/Alexander P. Montgomery/		
DATE SIGNED:	01/04/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated as of December 29, 2017 (the “**Effective Date**”), is entered into between KING SALES GROUP, INC., a Massachusetts corporation (“**Assignor**”), and MOORE KENSTON, LLC, a Massachusetts limited liability company (the “**Assignee**”). Assignor and Assignee are referred to herein individually as a “**Party**” and together, as the “**Parties**.” Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 29, 2017 (the “**Purchase Agreement**”), pursuant to which Assignee is acquiring all the Purchased Assets, including the Purchased IP, from Assignor upon the terms and subject to the conditions of the Purchase Agreement; and

B. Pursuant to the Purchase Agreement, Assignor is selling and assigning to Assignee all right title and interest in and to the Purchased Assets, including the Purchased IP.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest, in and to (a) any and all of the Purchased IP (as that term is defined in the Purchase Agreement), which includes, but is not limited to, the patents or patent applications and registered trademarks set forth in Schedules 1 and 2, respectively; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. From time to time after the date of this Agreement, Assignor agrees to reasonably assist Assignee and its successors and assigns, upon Assignee’s written request, to evidence, record, and perfect the assignment in Section 1 hereof and to provide such other reasonable assistance as might be required in connection with Assignee’s efforts to secure, enforce, maintain, and defend the assigned rights. Assignor agrees that Assignor will not be entitled to any additional compensation for providing any of the services in this Section 2, but Assignee shall reimburse Assignor for any actual expenses in connection with Assignor’s performance of such services.

3. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement (or the application of such provision to any Person or circumstance) shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

4. Governing Law; Venue. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, and all claims, controversies and disputes arising hereunder or thereunder or in connection herewith or therewith, whether purporting to be sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts including its statutes of limitations, without regard to any conflicts-of-law principles that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. In furtherance of the foregoing, each of the parties hereto (a) agrees the foregoing courts are the appropriate, exclusive, and convenient forum for, and will have exclusive jurisdiction over any claim, controversy, or dispute arising from or in connection with this Agreement, (b) waives the defense of inconvenient forum, (c) agrees not to commence any suit, action or other proceeding arising out of this Agreement or any transactions contemplated hereby other than in such foregoing courts, and (d) agrees that a final judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or judgment or in any other manner provided by Law. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE CONSTRUCTION, VALIDITY, PERFORMANCE INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.


5. Counterparts; Delivery by Facsimile or Electronic PDF. This Agreement may be executed simultaneously in two counterparts (including facsimile and electronic copies (e.g., PDF)) each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement or any related agreement, certificate or other instrument, to the extent signed and delivered by means of a facsimile machine or by electronic pdf, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Agreement to be effective as of the date written in the first paragraph above.

ASSIGNOR:

KING SALES GROUP, INC.

By: 
Paul Boutiette
President, Treasurer and Secretary

ASSIGNEE:

MOORE KENSTON, LLC

By: _____
Sarah Moore
Manager

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Agreement to be effective as of the date written in the first paragraph above.


ASSIGNOR:

KING SALES GROUP, INC.

By: _____
Paul Boutiette
President, Treasurer and Secretary

ASSIGNEE:

MOORE KENSTON, LLC

By:  _____
Sarah Moore
Manager

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006242 FRAME: 0891

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Egg scale	U.S.	D569,751	May 27, 2008

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Egg Carton	U.S.	29/611,813	July 26, 2017
Device and method for washing eggs	U.S.	10/242,744	September 12, 2002

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration Number	Registration Date
FALL HARVEST PRODUCTS	U.S.	3,380,445	February 2, 2008
EGGCARTONS.COM	U.S.	2,739,236	July 15, 2003