

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joyva Corp		12/31/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Joyva Manufacturing LLC		
Street Address:	53 Varick Ave		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11237		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3278870	JOYVA	
Registration Number:	2104824	SAHADI	
Registration Number:	4167946	RING JELLS	
Registration Number:	4168087	JOYVA	
Registration Number:	1403321	SAHADI	
Registration Number:	4356238	SESAME CRUNCH	
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:	2128598344		
Email:	James.Ghandia@friedfrank.com		
Correspondent Name:	James Gandia		
Address Line 1:	1 New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	4794-1		
NAME OF SUBMITTER:	James Gandia		
SIGNATURE:	/James Gandia//		
DATE SIGNED:	01/10/2019		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment"), effective as of December 31, 2018, is entered into by and between Joyva Corp., a New York corporation ("Assignor"), and Joyva Manufacturing LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Contribution, Assignment, Issuance and Admission Agreement between Assignor and Assignee (the "Contribution Agreement"), dated as of the date hereof, Assignor has agreed to contribute, assign, transfer and deliver to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title, and interest in and to the Business Intellectual Property (including the Assigned Trademarks).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Contribution Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby contributes, assigns, transfer and delivers to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to such Assigned Trademarks.

3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Trademarks.

4. Governing Law. This Assignment and all claims arising out of this Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York (whether arising in contract, tort, equity or otherwise), without regard to any conflicts of law principles that would result in the application of any law other than the law of the State of New York.

5. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

6. Contribution Agreement. Notwithstanding anything in this Assignment to the contrary, the contribution, assignment, transfer and delivery effectuated hereby is subject in all respects to the terms and conditions of the Contribution Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee, as set forth in the Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms of this Assignment, the terms of the Contribution Agreement shall govern.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

Assignor:
JOYVA CORP.

By: Sanford Wiener
Name: Sanford Wiener
Title: Vice President

Assignee:
JOYVA MANUFACTURING LLC

By: Sanford Wiener
Name: Sanford Wiener
Title: Vice President

[Signature page to assignment agreement regarding intellectual property in Joyva Corp. in favor of Joyva Manufacturing LLC]

SCHEDULE A
to
ASSIGNMENT OF TRADEMARKS

1. US Registration No. 3278870 - JOYVA
2. US Registration No. 2104824 - SAHADI
3. US Registration No. 4167946 - RING JELLS
4. US Registration No. 4168087 - JOYVA
5. US Registration No. 4356238 - SESEME CRUNCH
6. US Registration No. 1403321 - SAHADI