

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534290

<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>
Gourmet Garage Wholesale & Catering, LLC		06/24/2019	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VSM Gourmet LLC		
<b>Street Address:</b>	733 Mountain Avenue		
<b>City:</b>	Springfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07081		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87612104	GOURMET GARAGE	
<b>Serial Number:</b>	87612107	SHOP LIKE A CHEF	
<b>Serial Number:</b>	87550831	SHOP LIKE A CHEF	
<b>Serial Number:</b>	87612100	SHOP LIKE A CHEF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4129181199		
<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>	4129181110		
<b>Email:</b>	ipdocket@metzlewis.com		
<b>Correspondent Name:</b>	Barry I Friedman		
<b>Address Line 1:</b>	535 Smithfield Street, Suite 800		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>NAME OF SUBMITTER:</b>	Barry I Friedman		
<b>SIGNATURE:</b>	/Barry I Friedman/		
<b>DATE SIGNED:</b>	07/30/2019		
<b>Total Attachments: 4</b>			
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## ***INTENDED USE* TRADEMARK APPLICATION ASSIGNMENT AGREEMENT**

This *Intended Use* Trademark Application Assignment Agreement (“**ITU Trademark Assignment**”), having an effective date of June 24, 2019 (the “**Effective Date**”), is by and between **Gourmet Garage Wholesale & Catering, LLC**, a New York limited liability company (“**Assignor**”), and **VSM Gourmet LLC**, a New York limited liability company (“**Assignee**”). Assignor, Assignee and the Principals have entered into that certain Asset Purchase Agreement, dated as of June 4, 2019 (the “**Purchase Agreement**”). Capitalized terms used but not defined herein shall have the definitions set forth in the Purchase Agreement.

### **TERMS AND CONSIDERATION**

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

1. **Underlying Transaction and Compliance with Law.** The parties hereto agree and acknowledge that:
  - a. this ITU Trademark Assignment is made pursuant to the Purchase Agreement, which meets the requirements of 15 U.S.C. §1060(a) relating to the assignment of intended use trademark applications, being an assignment to a successor to the business of the applicant, or portion thereof, to which the mark pertains, if that business is ongoing and existing;
  - b. the Purchase Agreement relates to the sale of substantially all of the assets of Assignor relating to the transferred business, which includes the intended use trademarks;
  - c. the transferred business is ongoing and existing; and
  - d. Assignee will continue to operate the ongoing and existing transferred business.
2. **Assignment.** Assignor owns certain trademark, service mark and/or other rights in the marks and applications therefor in the United States Patent and Trademark Office identified in **Schedule A**, hereto (the “**ITU Trademark Applications**”). Assignee is desirous of acquiring all right, title and interest in and to the ITU Trademark Applications and in consideration of part of the Purchase Price, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the ITU Trademark Applications identified in **Schedule A** and all trademark rights and all goodwill symbolized thereby and associated therewith, including specifically the intended use trademark or service mark applications identified in **Schedule A** and any registrations that may issue therefor in the United States, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Assignor for damages by reason of past infringement of any trademark or service mark which arises from the ITU Trademark Applications, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.
3. **Further Assurances.** Assignor agrees that it, and its legal representatives or other persons duly authorized, will at Assignee’s request communicate to Assignee or the representatives thereof any


facts known to it respecting said ITU Trademark Applications set forth in **Schedule A** and will, upon request and at Assignee's expense, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, reasonably deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of the successors and/or assigns of Assignee. Assignee also must first advance to Assignor all reasonable expenses of Assignee (including reasonable attorney's fees) to be incurred in connection with the activities and cooperation described in this Section.

4. **Waiver.** Assignor further agrees to waive all rights and privileges to attack the validity of any or all trademark registrations included in or which issue from said ITU Trademark Applications, or any other intellectual property rights associated with the ITU Trademark Applications that Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.
5. **Recordation.** Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to record this ITU Trademark Assignment upon request by Assignee at Assignee's expense.
6. **Representations and Warranties.** Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:
  - a. All required filings and fees related to the trademark applications listed on **Schedule A** hereto have been timely filed with and paid to the USPTO, and all such trademark applications are otherwise subsisting.
  - b. Assignor owns all right, title and interest in and to the ITU Trademark Applications, free and clear of liens, security interests and other encumbrances, which Assignor has maintained consistent with applicable legal requirements to do so.
  - c. To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the ITU Trademark Applications.
7. **Counterparts.** This ITU Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this ITU Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this ITU Trademark Assignment.

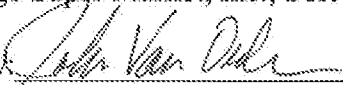
**[SIGNATURE LINES FOLLOW ON NEXT PAGE]**

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

**GOURMET GARAGE  
WHOLESALE & CATERING, LLC**

By:   
Name: Adam Hartman  
Title: managing member

**VSM GOURMET, LLC**  
By: Village Super Market, Inc., Sole Member

By:   
Name: John Van Orden  
Title: Chief Financial Officer

**Schedule A to *Intended Use* Trademark Application Assignment Agreement**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
<b>GOURMET GARAGE</b>	87612104	09/18/2017
<b>SHOP LIKE A CHEF</b>	87612107	09/18/2017
<b>SHOP LIKE A CHEF</b>	87550831	08/01/2017
<b>SHOP LIKE A CHEF</b>	87612100	09/18/2017