

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534299

<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: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1802452	GOURMET GARAGE	
<b>Registration Number:</b>	4451884	GOURMET GARAGE SUPERNATURALS	
<b>Registration Number:</b>	2481352	SHOP LIKE A CHEF	
<b>Registration Number:</b>	3322918	SHOP LIKE A CHEF	
<b>Registration Number:</b>	3421318	SHOP LIKE A CHEF	
<b>Registration Number:</b>	3555811	SHOP LIKE A CHEF	
<b>Registration Number:</b>	3555812		
<b>Registration Number:</b>	3416820		
<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>ATTORNEY DOCKET NUMBER:</b>	5616/001		
<b>NAME OF SUBMITTER:</b>	Barry I Friedman		

CH \$215.00 1802452

<b>SIGNATURE:</b>	/Barry I Friedman/
<b>DATE SIGNED:</b>	07/30/2019
<b>Total Attachments: 3</b> source=TrademarkAssignmentAgreement5616001#page1.tif source=TrademarkAssignmentAgreement5616001#page2.tif source=TrademarkAssignmentAgreement5616001#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**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

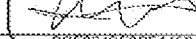
**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and above and for other good and valuable consideration as identified in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment.** Assignor owns certain trademarks, service marks and/or other rights in the Intellectual Property Assets (as defined in the Purchase Agreement) including, without limitation, the names, marks and/or registrations identified or otherwise illustrated in **Schedule A**, hereto (such items listed on **Schedule A** are the “**Trademark Registrations**”). Assignee is desirous of acquiring all right, title and interest in and to the Trademark Registrations 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 Trademark Registrations, and all trademark rights associated therewith, and all goodwill of Assignor’s business associated with said Trademark Registrations, 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 Trademark Registrations, 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.
- 2. 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 Trademark Registrations 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.
- 3. Waiver.** Assignor further agrees to waive all rights and privileges to attack the validity of any or all of any trademark registrations included in or which issue from said Trademark Registrations, or any other intellectual property rights associated with the Trademark Registrations that Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor’s assignment or grant.

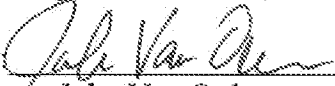
- 4. **Recordation.** Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office ("USPTO") and national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee at Assignee's expense.
- 5. **Representations 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 Registrations have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing.
  - b. Assignor owns all right, title and interest in and to the Trademark Registrations, 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 Trademark Registrations.
- 6. **Counterparts.** This 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 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 Trademark Assignment.

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:  \_\_\_\_\_  
CCP0848P2CE1456  
 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 Trademark Assignment Agreement**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>GOURMET GARAGE</b>	74364795	1802452	11/02/1993
<b>GOURMET GARAGE SUPERNATURALS</b>	85544910	4451884	12/17/2013
<b>SHOP LIKE A CHEF</b>	75701523	2481352	08/28/2001
<b>SHOP LIKE A CHEF</b>	77083944	3322918	10/30/2007
<b>SHOP LIKE A CHEF</b>	77083912	3421318	05/06/2008
<b>SHOP LIKE A CHEF</b>	77083922	3555811	01/06/2009
<b>DESIGN ONLY</b>	77083959	3555812	01/06/2009
<b>DESIGN ONLY</b>	77083954	3416820	04/29/2008