

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glenn Sales Company		01/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Eastern Poultry Distributors, Inc.		
Doing Business As:	Eastern Quality Foods		
Street Address:	236 Ponte Vedra Park Drive, Suite 101		
City:	Ponte Vedra Beach		
State/Country:	FLORIDA		
Postal Code:	32082		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3415375	HIGH TIDE	
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>			
Email:	david@rezlegal.com		
Correspondent Name:	J. David Jeans, Esq.		
Address Line 1:	816 A1A North, Suite 204		
Address Line 4:	Ponte Vedra Beach, FLORIDA 32082		
NAME OF SUBMITTER:	J. David Jeans		
SIGNATURE:	/J. David Jeans/		
DATE SIGNED:	04/09/2020		
Total Attachments: 4			
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OP \$40.00 3415375

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made effective as of the 1st day of January 2020 by and between GLENN SALES COMPANY, a Georgia corporation ("**Assignor**") and EASTERN POULTRY DISTRIBUTORS, INC., a Florida corporation d/b/a EASTERN QUALITY FOODS ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated November 22, 2019 (the "**Purchase Agreement**"), pursuant to which Assignor is selling certain of its assets (including the Trademark, as defined below) to Assignee;

WHEREAS, Assignor is the owner of the following trademark, which has been registered with the United States Patent and Trademark Office (the "**USPTO**"): "High Tide," Registration No. 3415375 (as further described on Exhibit "A" hereto, the "**Trademark**");

WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee the Trademark, and Assignee desires to accept such conveyance, transfer, assignment and delivery, all in accordance with the terms and conditions set forth below; and

WHEREAS, Assignee shall file or cause to be filed with the USPTO, at its own cost and expense, all forms and applications necessary to evidence Assignor's conveyance of the Trademark to Assignee.

NOW, THEREFORE, in exchange for Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, assigns, delivers and contributes to Assignee: (i) all of Assignor's right, title and interest of whatever kind in and to the Trademark in the United States and all jurisdictions outside the United States; (ii) all goodwill symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise for the Trademark); (iii) all rights to sue for and recover damages and profits based on any past, present or future infringement and/or dilution of any of Assignor's rights in or to the Trademark or injury to the goodwill associated with the Trademark, whether known or unknown, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made; and (iv) any and all rights associated with the foregoing.

Assignor irrevocably authorizes the officials at the USPTO to record the transfer of the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

This Assignment shall be governed and construed in accordance with the laws of the State of Florida.

[Signatures on the following page]

Handwritten initials: TWP

IN WITNESS WHEREOF, Assignor, acting through its duly authorized officer, has caused this Assignment to be duly executed and delivered as of the day and year first written above.

ASSIGNOR:

GLENN SALES COMPANY, a Georgia corporation

By: [Signature]
Name: Bruce Pearlman
Its: Chief Executive Officer

STATE OF GA.
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 9TH day of January, 2020, by Bruce Pearlman, Chief Executive Officer of Glenn Sales Company, a Georgia corporation, who is personally known to me or has produced a N/A as identification.

[Signature]
Notary Name: Jack K Holland
Notary Public, State of GA
Commission No: N/A
My commission expires: 11-7-2021
(Notary Seal)




[Signature Page to Trademark Assignment]

[Handwritten initials]

ACCEPTED BY:

ASSIGNEE:

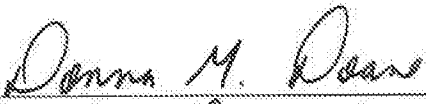
EASTERN POULTRY DISTRIBUTORS, INC.,
a Florida corporation d/b/a EASTERN QUALITY FOODS

By: 

Name: Ted Rueger
Its: President and Chief Executive Officer

STATE OF FLORIDA
COUNTY OF FL

The foregoing instrument was acknowledged before me this 8th day of January, 2020,
by Ted Rueger, President and Chief Executive Officer of Eastern Poultry Distributors, Inc., a
Florida corporation doing business as Eastern Quality Foods, who is personally known to me or
has produced a _____ as identification.


Notary Name: Donna M. Doane
Notary Public, State of FL
Commission No: 06 319608
My commission expires: 5/17/23
(Notary Seal)

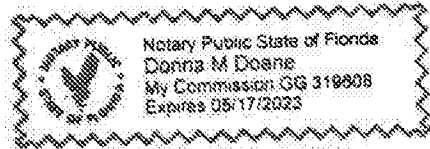




EXHIBIT A

TRADEMARK

Word Mark HIGH TIDE
Goods and Services IC 029, US 046. G & S: Seafood, namely, frozen seafood. FIRST USE: 20071224. FIRST USE IN COMMERCE: 20071224
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77154569
Filing Date April 11, 2007
Current Basis 1A
Original Filing Basis 1B
Published for Opposition October 9, 2007
Registration Number 3415375
Registration Date April 22, 2008
Owner (REGISTRANT) Glenn Sales Company CORPORATION GEORGIA 6425 Powers Ferry Road, NW, Suite 120 Atlanta GEORGIA 30339
Attorney of Record Laurence P. Colton
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20170623.
Renewal 1ST RENEWAL 20170623
Live/Dead Indicator LIVE

[Exhibit A to Trademark Assignment]

CB
DL