

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penguin Frozen Foods, Inc.		01/29/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Arista Industries, Inc.
<b>Street Address:</b>	557 Danbury Road
<b>City:</b>	Wilton
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06897
<b>Entity Type:</b>	Corporation: CONNECTICUT

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1427637	PENGUIN
Registration Number:	2700108	LOUISIANA BAY
Registration Number:	1426686	PENGUIN
Registration Number:	1913564	TEJAS BAY
Registration Number:	0986554	TEXAS BAY
Registration Number:	4729138	ASIAN BAY
Registration Number:	1609239	TEXAS TREASURE

## CORRESPONDENCE DATA

Fax Number: 8604244370

*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.*

Phone: 18604244398

Email: sfreilich@pullcom.com

Correspondent Name: Sharon Kowal Freilich

Address Line 1: 90 State House Square

Address Line 4: Hartford, CONNECTICUT 06103

<b>NAME OF SUBMITTER:</b>	Sharon Kowal Freilich
<b>SIGNATURE:</b>	/Sharon Kowal Freilich/

OP \$190.00 1427637

<b>DATE SIGNED:</b>	02/03/2021
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**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made effective January 29, 2021, by **Penguin Frozen Foods, Inc.**, a Delaware corporation (“**Assignor**”) in favor of **Arista Industries, Inc.**, a Connecticut corporation (“**Assignee**”).

**WHEREAS, Penguin Frozen Foods, Inc.**, a Delaware corporation with its principal offices at 555 Skokie Boulevard, Northbrook, Illinois 60062 (“**Assignor**”), is the sole and exclusive owner of the United States trademark registrations and applications listed in the attached **Schedule A** (the “**Trademarks**”); and

**WHEREAS, Arista Industries, Inc.**, a Connecticut corporation having a business address at 557 Danbury Road, Wilton, Connecticut 06897 (“**Assignee**”), is desirous of acquiring the entire right, title, and interest of the Assignor in and to said Trademarks and all of the goodwill symbolized thereby, as a result of an Asset Purchase Agreement dated as of January 29, 2021 (as amended, supplemented or otherwise modified from time to time, the “**Asset Purchase Agreement**”), to which Assignor is a party; and

**NOW, THEREFORE**, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor’s entire right, title and interest in and to the Trademarks, together with the goodwill of the Trademarks, for the United States and for all other countries, territories, and regions, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims that may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or 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; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives; and the right to sue for and collect past damages and any other unsatisfied claims regarding any infringement of the Trademarks, for its own use and benefit and for the use and benefit of its successors, assigns, or other representatives; and any and all priority rights relating to the Trademarks.

The undersigned, its successors, assigns, and legal representatives do hereby agree and covenant without further remuneration to perform the following:

- a) communicate to Assignee or its legal representatives all facts known to the Assignor regarding the Trademarks;
- b) testify in any opposition or cancellation proceedings, civil actions, or other legal proceedings in which any of the Trademarks may become involved; and

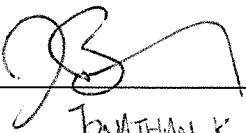
c) sign all lawful papers, make all rightful oaths, and do generally everything necessary to aid Assignee, its successors, assigns, and nominees, in maintaining protection on the Trademarks in all countries, the expenses incident to said Trademarks to be borne by Assignee.

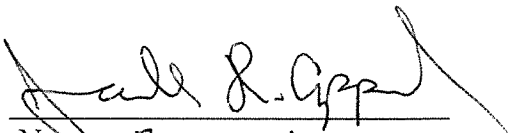
IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective the Effective Date.

**ASSIGNOR:**

**Penguin Frozen Foods, Inc.**

ATTEST:

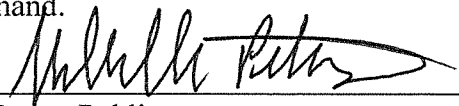
By:   
JONATHAN K BEER  
ATTORNEY

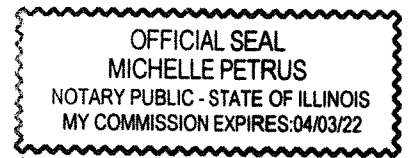
By:   
Name: JONATHAN APPELBAUM  
Title: PRESIDENT

STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )            ss:

On this the 29<sup>TH</sup> day of January, 2021, before me, Jonathan Appelbaum, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, who acknowledged that he is the President of Penguin Frozen Foods, Inc., a Delaware corporation and that he, as such President, having been authorized so to do, executed the same for the purposes therein contained as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

  
Notary Public  
My Commission Expires: 04/03/22



*[signature page to Trademark Assignment]*

**Schedule A**

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Registration Date</b>
LOUISIANA BAY	U.S.	76414152	May 28, 2002	2700108	March 25, 2003
PENGUIN	U.S.	73561343	October 3, 1985	1427637	February 3, 1987
PENGUIN and Design	U.S.	73561342	October 3, 1985	1426686	January 27, 1987
TEJAS BAY	U.S.	74557844	August 5, 1994	1913564	August 22, 1995
TEXAS BAY and Design	U.S.	72454370	April 12, 1973	0986554	June 18, 1974
ASIAN BAY	U.S.	86285975	May 20, 2014	4729138	April 28, 2015
TEXAS TREASURE	U.S.	74005132	November 27, 1989	1609239	August 7, 1990