

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clover Farms Dairy Company		03/27/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CFD Next LLC		
Street Address:	529 Cedar Lane		
City:	Florence		
State/Country:	NEW JERSEY		
Postal Code:	08518		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4737042	CLOVER FARMS	
Registration Number:	3351447	FARMERS'	
Registration Number:	1956990	FARMERS'	
Registration Number:	1542761	JOG	
Registration Number:	6909198	CLOVER FARMS	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	9738488308		
Email:	mfriscia@mccarter.com		
Correspondent Name:	Michael R. Friscia		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	Four Gateway Center, 100 Mulberry Street		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	131631-00006		
NAME OF SUBMITTER:	Michael R. Friscia		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	03/30/2023		

CH \$140.00 4737042

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

Dated as of March 27, 2023

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, CLOVER FARMS DAIRY COMPANY, a corporation formed under the laws of the Commonwealth of Pennsylvania, having a principal place of business at 3300 Pottsville Pike, Reading, PA 19605 (the "Assignor"), owns the trademarks, service marks, logos, designs, slogans, trade dress and trade names set forth on Schedule A attached hereto (the "Marks"); and capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below);

WHEREAS, CFD NEXT LLC, a limited liability company organized under the laws of the Commonwealth of Pennsylvania, having a principal place of business at 529 Cedar Lane, Florence, New Jersey 08518 (the "Assignee"), is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and any registrations and applications therefor in the United States and foreign countries, together with all of the goodwill of the Business associated with the use of and symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, as more particularly described in that certain Asset Purchase Agreement dated as of January 4, 2023 (the "Purchase Agreement") entered into by the Assignor, the Shareholders, the Assignee, Clover Farms Transportation Co. and Cream-O-Land Dairies, LLC (none of the provisions of the Purchase Agreement shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest in and to: (i) the Marks, together with the goodwill of the Business associated therewith, and any United States and foreign registrations and applications therefor, (ii) all rights of the Assignor with respect to all other trademarks, service marks, logos, designs, slogans, trade dress and trade names used in connection with the Business, together with all of the Assignor's goodwill of the Business associated with the use of and symbolized by the foregoing and (iii) all claims for damages by reason of past, present, and future infringement of the rights assigned under clauses (i) and (ii) of this Assignment, 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, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this transfer to the Assignee had not been made;

AND the Assignor, for the consideration aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will do all lawful acts and things and make, execute and deliver to the Assignee (at no cost to the Assignee) any and all other instruments in writing, further applications, any necessary powers of attorney, papers, affidavits, assignments, and other documents which may reasonably be required or necessary to secure and vest in the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Marks and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed;

AND the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded or expanded hereby but shall remain in full force and effect to the full extent provided therein.

AND this instrument shall be governed by and interpreted under federal trademark laws and the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed entirely within that Commonwealth without giving effect to the principles of conflicts of laws thereof;

This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and the Assignee and their respective successors and assigns. This instrument may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed and delivered by their authorized representatives effective as of the day and year first above written.

CLOVER FARMS DAIRY COMPANY

By John B. Rothenberger
Name: John B. Rothenberger
Title: Treasurer

CFD NEXT LLC

By _____
Name: Carl Swick
Title: Chief Financial Officer

[Signature Page to Assignment of Trademarks]

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CLOVER FARMS DAIRY COMPANY

By _____
Name: John B. Rothenberger
Title: Treasurer



CFD NEXT LLC

By Carl Swick
Name: Carl Swick
Title: Chief Financial Officer

[Signature Page to Assignment of Trademarks]

Schedule A

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. Date; Reg. No.	Goods	Status; Next Deadline
"CLOVER FARMS" ^{1,2}	05/19/2015; 4,737,042	<u>Class 029</u> : Milk, chocolate milk, egg nog, half and half, heavy cream, light cream, and whipping cream	Registered; Renewal Due by 05/19/2025
"FARMERS" ³ [Stylized] 	12/11/2007; 3,351,447	<u>Class 030</u> : Iced tea	Registered; Next Renewal Due by 12/11/2027
"FARMERS" ³ [Stylized] 	02/20/1996; 1,956,990	<u>Class 029</u> : milk, and dairy products, excluding ice cream, ice milk and frozen yogurt	Registered; Next Renewal Due by 02/20/2026
"JOG"	06/06/1989; 1,542,761	<u>Class 029</u> : Low fat milk	Registered; Next Renewal Due by 06/06/2029

¹ Use limited to Eastern United States, namely, the states of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, the District of Columbia, and the Commonwealth of Puerto Rico -- as per 2013 Settlement Agreement with Clover Stornetta Farms, Inc.

² 2013 Settlement Agreement with Cloverland Dairy Limited Partnership prohibits use of this mark on any "private labelled" products for any customer, where "private labelled" is defined as any "products manufactured, or produced, by [Clover Farms] for a customer to be sold by the customer under the customer's house brand or trademark", unless required by law and except for any customers for which Clover Farms was already providing such products as of the date of the 2013 Settlement Agreement (if any).

Mark	Reg. Date; Reg. No.	Goods	Status; Next Deadline
"CLOVER FARMS" ^{3,4}	11/29/2022; 6,909,198	<u>Class 030</u> : Iced tea; Tea-based beverages; Tea-based beverages containing lemonade; Tea-based beverages containing fruit drinks; and <u>Class 032</u> : Fruit drinks and fruit juices	Registered; Declaration of Use (or Excusable Nonuse) due between 11/29/2027 and 11/29/2028

COMMON LAW TRADEMARKS, TRADE NAMES, SERVICE MARKS
 All unregistered trademarks relating to the Business.

³ Use limited to Eastern United States, namely, the states of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, the District of Columbia, and the Commonwealth of Puerto Rico – as per 2013 Settlement Agreement with Clover Stornetta Farms, Inc.

⁴ 2013 Settlement Agreement with Cloverland Dairy Limited Partnership prohibits use of this mark on any “private labelled” products for any customer, where “private labelled” is defined as any “products manufactured, or produced, by [Clover Farms] for a customer to be sold by the customer under the customer’s house brand or trademark”, unless required by law and except for any customers for which Clover Farms was already providing such products as of the date of the 2013 Settlement Agreement (if any).