# OP \$290.00 90244526

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM810728

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Presteve Foods Limited		04/30/2023	Corporation: CANADA

### **RECEIVING PARTY DATA**

Name:	1000458077 Ontario Inc.	
Street Address:	20956 Erie Street South	
City:	Wheatley, Ontario	
State/Country:	CANADA	
Postal Code:	N0P2P0	
Entity Type:	Corporation: CANADA	

## **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark	
Serial Number:	90244526	DON'T FEAR THE FISH!	
Serial Number:	88429788	LA NASSA FOODS HOME OF GREAT LAKES FINES	
Serial Number:	88397800	WE DO FRESH CAUGHT BEST	
Serial Number:	88402589	FOR THE LOVE OF FISH!	
Serial Number:	88402578	FOR THE LOVE OF FISH!	
Serial Number:	88397760	PRESTEVE	
Serial Number:	87261657	PACKED WITH GREAT TASTE	
Serial Number:	86503399	HOOKED ON FRESHNESS	
Serial Number:	85214927	PACKED WITH GREAT TASTE	
Serial Number:	85214925	PUREPAC	
Serial Number:	85202932	PUREPAC	

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** orders@trademarkraft.com

Correspondent Name: Nyall Engfield

**Address Line 1:** 16950 Via de Santa Fe Suite 5060-107 **Address Line 4:** Rancho Santa Fe, CALIFORNIA 92067

TRADEMARK REEL: 008073 FRAME: 0959

900773150

NAME OF SUBMITTER:	Nyall Engfield
SIGNATURE:	/s/
DATE SIGNED:	05/16/2023
Total Attachments: 3	•

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made as of April 30, 2023 (the "<u>Effective Date</u>") by Presteve Foods Limited, an Ontario corporation ("<u>Assignee</u>"), for the benefit of 1000458077 Ontario Inc., an Ontario corporation ("<u>Assignee</u>"). This Assignment is made pursuant to that certain Asset Purchase Agreement dated as of April 30, 2023 by and among Assignor and Assignee (the "<u>Purchase Agreement</u>"). All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

- Grant and Assignment of Trademarks. Effective as of the Effective Date, 1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee, its successors, assigns, and designees, all of Assignor's right, title, and interest in and to those certain registered trademarks and pending applications referred to in Exhibit A attached hereto (the "Trademarks"), together with the goodwill of the Trademarks, the goodwill of Assignor's business derived therefrom, all common law trademark rights pertaining thereto, and all common law copyrights related thereto, and with respect to the pending U.S. intent-to-use applications, the portion of Assignor's business related thereto, all of the foregoing to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made; together with all claims for damages by reason of past infringements of the Trademarks or related copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives. Assignor does hereby further contribute, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Trademarks in any country foreign to the United States.
- 2. <u>Further Assurances</u>. Assignor shall, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by any applicable registrar or governmental body to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee; and Assignor shall not take any action inconsistent with the assignment, rights, title, or interests granted herein.
- 3. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, any officer of any country or countries foreign to the United States, and any other entity, state, provincial or local governmental authority whose duty it is to register or issue any of the Trademarks, or other evidence or forms of intellectual property protection, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.

TRADEMARK REEL: 008073 FRAME: 0961 IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**Assignor:** 

PRESTEVE FOODS LIMITED, a Canadian corporation

By: Devel Sent Name: Derek Senft

Title: Secretary - Treasurer

# Exhibit A

# **Trademarks**

Mark	Application No.	Registration No.	Reg. Date
DON'T FEAR THE FISH	90244526		
LA NASSA FOODS HOME OF GREAT LAKES FINEST and Design	88429788	6040571	April 28, 2020
WE DO FRESH CAUGHT BEST	88397800	6011655	March 17, 2020
FOR THE LOVE OF FISH!	88402589	5959220	January 14, 2020
FOR THE LOVE OF FISH!	88402578	5959219	January 14, 2020
PRESTEVE and Design	88397760	5959209	January 14, 2020
PACKED WITH GREAT TASTE	87261657	5516547	July 17, 2018
HOOKED ON FRESHNESS	86503399	5238994	July 11, 2017
PUREPAC	86541717	5027916	August 23, 2016
PACKED WITH GREAT TASTE	85214927	4066071	December 6, 2011
PUREPAC and Design	85214925	4025453	September 13, 2011
PUREPAC	85202932	4021999	September 6, 2011

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**RECORDED: 05/16/2023** 

TRADEMARK REEL: 008073 FRAME: 0963