

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900791258		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frozen Foods Partners, LLC		10/19/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nijama Corp		
<b>Doing Business As:</b>	DBA King Foods Group		
<b>Street Address:</b>	132 Getty Ave		
<b>City:</b>	CLIFTON		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07011		
<b>Entity Type:</b>	Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5223601	LA SABROSA PREMIUM QUALITY BRAND EL SABO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2018326680		
<b>Email:</b>	mroa@nijama.com		
<b>Correspondent Name:</b>	Nijama Corp dba King Foods Group		
<b>Address Line 1:</b>	PO Box 213		
<b>Address Line 4:</b>	Little Ferry, NEW JERSEY 07643		
<b>NAME OF SUBMITTER:</b>	Marino Roa		
<b>SIGNATURE:</b>	/Marino Roa/		
<b>DATE SIGNED:</b>	08/27/2023		
<b>Total Attachments: 12</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made by and between:

Frozen Foods Partners LLC, a Limited liability company organized and existing under the laws of Delaware, having an address at 100 Gourmet Dining Dr., Greenville, Kentucky 42345 (hereinafter, the "Assignor");

and

Nijama Corp DBA as King Foods Group, a company organized and existing under the laws of New Jersey, having an address at 132 Getty, Clifton New Jersey, 07011 (hereinafter the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark shown below:



(hereinafter, the "Mark");

WHEREAS, Assignor is the owner of United States Patent and Trademark Office Registration No. 5223601 for the Mark (hereinafter, the "Registration"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Mark and the Registration, together with the goodwill of the business connected with the use of and symbolized by the Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Mark and the Registration, and the goodwill connected with the use of and symbolized by the Mark, the same to be held and enjoyed

by Assignee, its successors, assigns and other legal representatives. Assignor further assigns to Assignee all proceeds to infringement suits, the right to sue for past, present, and future infringements, and all rights corresponding thereto for the Mark and the Registration.

IN WITNESS WHEREOF, Assignor, individually, and Assignee, by and through its authorized agent and representative, hereby set their hands to this Trademark Assignment, which shall be binding upon the parties, their successors and assigns, and all other acting by, through, with or under their direction, and all those in privity with them, effective as of the later of the signature dates set forth below.

**Frozen Foods Partners, LLC**

**Nijama Corp DBA King Foods Group**

By: Jeff Lichtenstein  
Jeff Lichtenstein

By: Marino E Roa  
Marino Roa

Title: CEO

Title: President

Date: 10/19/22

Date: 03/15/22

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*"), dated as of March [15], 2022, is entered into between Frozen Foods Partners, LLC, a Delaware limited liability company (the "*Seller*"), and Nijama Corporation dba King Foods Group, a New Jersey corporation (the "*Buyer*").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Assets (defined below), subject to the terms and conditions set forth herein;

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

1. Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 2), Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase from Seller (a) the accounts receivables listed on Schedule A ("*Accounts Receivables*"), Accounts receivable means (i) all accounts listed on Scheduled A and other rights to payment from customers of sellers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable accounts receivables in respect of goods shipped or products sold or services rendered to customers of sellers; (b) the inventory listed in Schedule B located in Clifton New Jersey, at Seafrigo Group and at Seller's location in Kentucky ("*Inventory*"); and (c) Seller's rights, title, and interest in and to the La Sabrosa trademark (federal registration number 5223601) (the "*Trademark*," which together with the Account Receivables and the Inventory, is referred to as the "*Assets*"), provided, however, that the executed Trademark Assignment will be held in escrow by Seller's attorney until payment in full of the Purchase Price (defined below). Buyer agrees that the Assets are being sold to Buyer in "as-is" condition without being subject to credits or return.

2. Closings. Subject to the terms and conditions contained in this Agreement, the initial purchase and sale contemplated hereby shall take place at a closing on the date hereof via the electronic exchange of documents ("*Initial Closing*"). At the Initial Closing, Seller shall sell, transfer and assign to Buyer one-fifth of the Purchased Assets and Buyer shall deliver to Seller the Initial Payment (defined below). Subsequent closings shall take place, thirty (30), sixty (60), ninety (90) and one hundred and twenty (120) days after the Initial Closing (each, a "*Subsequent Closing*"). At each Subsequent Closing, Buyer shall sell, transfer and assign one-fifth of the Assets to Buyer. Upon the final Subsequent Payment, Seller's attorney will deliver the executed trademark assignment to Buyer at the location provided to such attorney.

3. Payment of the Purchase Price. As payment for the Purchased Assets, Buyer will pay the Seller \$500,000 (the "*Purchase Price*"); provided that the Purchase Price shall be paid in five (5) equal installments with the first payment due on the Closing Date ("*Initial Payment*") and each subsequent payment due on or prior to each Subsequent Closing. The Initial Payment and each subsequent payment shall be by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer

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4. Use of Initial Payment. Seller and Buyer agree that Seller shall use the Initial Payment to settle the warehouseman's lien at Seafrigo and that any payment to Seafrigo thereafter is the responsibility of Buyer.

5. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms.

(b) The execution, delivery and performance by Seller of this Agreement do not conflict with, violate or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Seller is a party or is subject or by which the Shares are bound.

(c) Seller agrees to indemnify and hold Buyer, its officers, employees, and agents harmless from and against any and all loss, liability, damage, demands, liens, liabilities, judgments or costs, including court costs and attorney fees resulting from any act or omission on the part Seller or its agents, employees in the performance of this Agreement.

(d) Other than Bankruptcy Court approval, no governmental, administrative, or other third-party consents or approvals are required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(e) There are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(f) That (i) no Inventory is materially damaged in any significant way, has been part of a current or past product recall and is in material compliance with United States federal guidelines for such products as of the date hereof and (ii) that the amounts of products listed on Schedule B are true and correct

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey.

(b) Buyer has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite [limited liability company] action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and (assuming due execution and delivery by

Handwritten signature and initials, possibly 'JZ' and 'LMA', in black ink.

Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(c) No governmental, administrative or other third-party consents or approvals are required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(d) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Buyer, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

7. Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

8. Release. Seller releases any claim it may have against Buyer arising out of or based upon any act, occurrence, omission, fact or circumstance occurring prior to the date hereof with respect to Buyer's sales of La Sabrosa products and brand.

9. License. Seller hereby grants Buyer an exclusive license to use and reproduce the intellectual property of Buyer that is related to the Brand hereto (the "Licensed IP") until the earlier to occur of (i) payment in full of the Purchase Price or (ii) September 1, 2022.

10. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

11. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

12. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed.



14. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

15. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in the city of Delaware and County of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission, including DocuSign, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature Page Follows]*





IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**BUYER**

NIJAMA CORPORATION DBA KING  
FOODS GROUP

By: Manro e Roof  
Name: President.  
Title:

**SELLER**

FROZEN FOODS PARTNERS, LLC

By: Jeff Lichtenstein  
Name: Jeff Lichtenstein  
Title: CEO

## **ADDENDUM TO ASSET PURCHASE AGREEMENT**

This Addendum (“Addendum”) to that certain Asset Purchase Agreement (“APA”) dated March 15, 2022 is entered into as of May 13, 2022, by and between Frozen Foods Partners, LLC, a debtor under Chapter 11 of the Bankruptcy Code, under case no. 21-11897-MG (the “Bankruptcy Case”), pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) (“Seller” or “Debtor”) and Nijama Corporation dba King Foods Group (the “Buyer”) (collectively, the “Parties”), both of which agree to be bound by both the APA and this Addendum.

1. Seller and Buyer agree that this Addendum amends, modifies and/or supplements the APA. To the extent of conflict between the terms of this Addendum and the APA, the terms of this Addendum shall control. The Addendum and the APA shall be read and construed as one agreement.

2. All capitalized terms not defined herein shall be ascribed the same meanings as set forth in the APA.

3. The Assets are being sold to the Buyer “as is,” and “where is,” free and clear of all liens, claims and encumbrances (“Liens”), of whatever kind or nature with existing Liens attaching to the proceeds of sale with the same priority as existed prior to such sale and transfer; provided that, the Liens of Iron Horse Credit LLC (“Iron Horse” or “Secured Lender”) on the Assets being sold and/or the Liens of Seafrigo Coldstorage Fairmount Inc (“Seafrigo”) on the Inventory being stored at its warehouse, shall remain in full force and effect until payment in full of obligations due Secured Lender and/or Seafrigo; provided further, that such Liens of Seafrigo shall be reduced with respect to that portion of the Inventory that is sold and delivered on the Subsequent Closing dates and upon receipt by Seafrigo of any payment to be made to it on such Subsequent Closing dates as provided herein.

4. Seller and Buyer agree to schedule the Inventory being sold and delivered into five (5) groups of equal value (the “Inventory Groups”) as designated on Schedules A – E attached hereto. Upon receipt by Seller of payment on each Subsequent Closing date, Seller shall transfer title to the Buyer with respect to the Inventory listed on the Schedule corresponding to each Subsequent Closing date. Prior to Seller’s receipt of payment and transfer, title to the Inventory shall remain with the Seller.

5. As of May 3, 2022, Seafrigo asserts a warehouseman’s lien on the Inventory in a total amount of \$86,092.87 for past due storage charges (the “Past Due Warehouseman’s Lien”). In addition, Seafrigo asserts a warehouseman’s lien against all inventory for current storages charges (the “Current Warehouseman’s Lien” and together with the Past Due Warehouseman’s Lien, the “Warehouseman’s Lien”). The Seller shall use a portion of the Initial Payment to pay \$64,569.65 (the “Initial Seafrigo Payment”) to Seafrigo in partial satisfaction of the Past Due Warehouseman’s Lien. Seller shall subsequently pay to Seafrigo \$21,523.22 (the “Second Seafrigo Payment”), in complete satisfaction of the remainder of the Past Due Warehouseman’s

Lien upon receipt by Seller of payment on the first Subsequent Closing as between the Buyer and the Seller. In addition, Seller shall use a portion of the proceeds of the first Subsequent Closing payment to pay certain postpetition storage charges in the amount of \$13,055.00 (for invoice nos. 109706-CFS, 110076-CFS and 110644-CFS) (the "Seafrigo Storage Payment" and together with the Second Seafrigo Payment, the "First Subsequent Closing Payment"). Seller shall pay to Seafrigo the legal fees of its counsel, Cozen O'Connor in the amount of \$23,819.00 (the "Seafrigo Legal Fees") in the ordinary course of the Debtor's business and in accordance with a Court order and approved cash collateral budget. Notwithstanding anything herein to the contrary, Seafrigo shall have an allowed Chapter 11 administrative expense claim pursuant to section 503(b) of the Bankruptcy Code for any portion of the Seafrigo Legal Fees that remain unpaid. Except for the remaining payment due Seafrigo in the amount of \$34,578.22 on the first Subsequent Closing date and the right to receive and retain any payments required to be made by the Seller to Seafrigo in accordance with Section 6 hereof, any and all other proceeds shall be subject to the first priority lien asserted by Iron Horse in accordance with Section 3 hereto.

6. On and after the Initial Closing, Seller shall be responsible for any and all charges and obligations incurred in favor of Seafrigo in connection with the storage of any and all of Seller's remaining Inventory at Seafrigo, (other than the payments in partial satisfaction of the Past Due Warehouseman's Lien expressly set forth in Section 5 hereto). Upon the Initial Closing and after payment to Seafrigo of the Initial Seafrigo Payment, Buyer shall have immediate access to the first Inventory Group set forth on Schedule A hereto and upon each Subsequent Closing together with payment to Seafrigo of the First Subsequent Closing Payment on the First Subsequent Closing Date, Buyer shall gain immediate access to the next respective Inventory Group as set forth on Schedules B through E, provided, however, that to the extent that any current storage charges for such Inventory remain unpaid, Seller shall pay such unpaid storages and accessorial charges to Seafrigo as a condition of release of such Inventory to Buyer and the release of Seafrigo's Current Warehouseman's Lien related to Seller covering such Inventory. Buyer shall be responsible for any and all charges and obligations incurred in favor of Seafrigo in connection with the storage of any and all Inventory sold and transferred to the Buyer in accordance with the APA and this Addendum.

7. Buyer acknowledges that Seafrigo shall have a first priority warehouseman's lien against all such Inventory transferred to Buyer until such time as Buyer has paid all relevant storage and accessorial charges to Seafrigo and the Inventory is removed from Seafrigo's facility.

8. Notwithstanding anything to the contrary in Paragraph 2 of the APA, upon payment of the Initial Payment by the Buyer to the Seller, title to and all of the Accounts Receivable shall be sold, transferred and assigned to the Buyer. Seller shall use its commercially reasonable efforts to provide Buyer with all necessary documentation as to facilitate the collection process. Seller will deposit into Buyer's account within ten (10) days of receipt by Seller, all collections received by the Seller from the transferred and assigned Accounts Receivable, except for the proceeds from Central Foods Distribution, invoice number 162625 in the amount of \$16,355.70, which shall remain the property of the Seller.

9. Any taxes, including sales tax, if applicable, relating to this sale transaction, the APA and/or the Addendum shall be borne and paid by the Buyer.

10. The sale of Assets contemplated by the APA and this Addendum and the effectiveness of such APA and Addendum shall be subject to an order of the Bankruptcy Court approving such sale (the "Sale Approval Order"). Notwithstanding any language to the contrary in the APA, the Initial Closing shall occur within five (5) days of the entry of the Sale Approval Order. The dates of the Initial Closing and each Subsequent Closing are deemed to be "time of the essence" as to the obligations of the Buyer under the APA and this Addendum.

11. If Buyer defaults upon its obligations under the APA and/or this Addendum, upon Seller filing a certification with the Bankruptcy Court, Seller has the option to: (a) retain all payment(s) paid to Seller and cancel the APA, this Addendum and any remaining obligations thereunder, upon which, Seller may in its discretion sell any remaining Assets to any outside third-party; or (b) seek specific performance under the APA and this Addendum by application made to the Bankruptcy Court; provided however, that Buyer shall have ten (10) calendar days to cure the default upon written notice delivered by Seller to Buyer in accordance with Paragraph 11 of the APA.

12. If Seller is unable to deliver any of the Assets in accordance with the APA and/or the Addendum, except as a result of any intentional act or negligence of the Seller, (a) the Seller's sole obligation shall be to refund any payment made by Buyer, without interest, for the Assets which the Seller could not deliver and/or satisfy its obligation(s) for under the APA and/or this Addendum, and (b) the Buyer shall have no claim or recourse against the Debtor, the Debtor's estate and/or its professionals, and shall have no further rights under the APA and/or this Addendum; provided however:

- (a) if Seller is unable to deliver the first Inventory Group or the Accounts Receivable at the Initial Closing, except as a result of any intentional act or negligence of the Seller, then in the event the Seller elects to cancel the APA and the Addendum in accordance with this Section 12, the Buyer will have the option to waive the failure of delivery of such Inventory and/or the Accounts Receivable, and still purchase and receive an assignment of the Trademark for the sum of \$80,000.00, upon which title to the Trademark would transfer to Buyer immediately;
- (b) if Seller is unable to deliver any other Inventory Group upon the date prescribed for in accordance with each Subsequent Closing, except as a result of any intentional act or negligence of the Seller, then in the event the Seller elects to cancel the APA and the Addendum in accordance with this Section 12, the Buyer will have the option to waive the failure of delivery of such Inventory Group applicable to such Subsequent Closing and still purchase and receive an assignment of the Trademark based upon the following increments:

- (i) upon the date prescribed for the (Second) Subsequent Closing, for the sum of \$60,000.00, upon which title to the Trademark would transfer to Buyer immediately;
- (ii) upon the date prescribed for the (Third) Subsequent Closing, for the sum of \$40,000.00, upon which title to the Trademark would transfer to Buyer immediately; and
- (iii) upon the date prescribed for the (Fourth) Subsequent Closing, for the sum of \$20,000.00, upon which title to the Trademark would transfer to Buyer immediately;

For clarity, upon the (Fifth) Subsequent Closing, no cancellation of the APA and the Addendum by the Seller shall be applicable, and the Seller shall deliver the assignment of the Trademark to the Buyer in accordance with the APA and this Addendum for the total Purchase Price paid to the Seller as set forth in paragraph 3 of the APA.

13. The representations and warranties of Seller, set forth in Paragraph 4 of the APA are in full force and effect, subject to the condition that the APA and this Addendum are subject to the approval of: (a) the Bankruptcy Court; (b) Iron Horse; and (c) Seafrigo.

14. No representations or warranties of any kind are made by the Seller in connection with this sale, the APA, the Addendum and/or the Assets, except as expressly set forth therein/herein. All due diligence and the costs thereof are the responsibility of, and shall be borne by, the Buyer.

15. Upon the occurrence of the Initial Closing and each Subsequent Closing, title to/ownership of the subject Assets shall be conveyed by bill of sale and/or assignment instrument, as applicable. For the avoidance of doubt, unless otherwise provided for in Section 12 hereto, until the full Purchase Price is received by Seller, title to the Trademark shall not transfer to the Buyer and instead title shall remain with the Seller while Buyer shall receive a license to use the Trademark as Licensed IP, in accordance with Section 9 of the APA. The release granted to the Buyer in Section 8 of the APA takes effect upon the full Purchase Price having been received by the Seller, or as the case may be, if applicable, in accordance with such payment made by the Buyer and received by the Seller in compliance with Section 12 above.

16. Section 11 of the APA is hereby amended to reflect that the Seller's address is 600 Greene Drive, Greenville, Kentucky 42345, and the Buyer's address is 132 Getty Avenue, Clifton, NJ 07011. Any further change of address shall be made in accordance with Paragraph 11 of the APA.

17. Except as modified herein, the terms and conditions of the APA remain in full force and effect.

18. Notwithstanding any language to the contrary in Paragraph 17 of the APA, while the Bankruptcy Case remains open, the Bankruptcy Court retains exclusive jurisdiction concerning the implementation of or any dispute concerning the APA and/or this Addendum. In the event that the Bankruptcy Case is closed, either of the parties may seek to reopen the Bankruptcy Case for the purposes set forth in this provision, or may proceed in a forum as set forth in Paragraph 17 of the APA.

19. It is intended by the parties hereto that Seafrigo and Iron Horse are intended third party beneficiaries of the APA and this Addendum.

Buyer:

Nijama Corporation dba King Foods Group

By: /s/ Marino E. Roa 5/11/22

Marino E. Roa, President

Seller:

Frozen Foods Partners, LLC

By: /s/ Jeff Lichtenstein

Jeff Lichtenstein, CEO

AGREED AND CONSENTED TO:

Seafrigo Coldstorage Fairmount Inc

By: /s/ W Forrester

Bill Forrester, Managing Director

Iron Horse Credit LLC

By: /s/ William DiPaula

William DiPaula, CEO