

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI174350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paradise Kitchens, Inc.		09/01/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Eastern Poultry Distributors, Inc.		
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:	4716270	PARADISE KITCHENS	
CORRESPONDENCE DATA			
Fax Number:	9045671066		
<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:	9046381085		
Email:	tanya@rezlegal.com		
Correspondent Name:	Tanya G. Foreman		
Address Line 1:	816 A1A North, Suite 204		
Address Line 4:	Ponte Vedra Beach, FLORIDA 32082		
NAME OF SUBMITTER:	TANYA FOREMAN		
SIGNATURE:	TANYA FOREMAN		
DATE SIGNED:	04/18/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 1st day of September 2021 (the "Effective Date") by and between PARADISE KITCHENS, INC., a Florida corporation ("Assignor"), and EASTERN POULTRY DISTRIBUTORS, INC., a Florida corporation d/b/a Eastern Quality Foods ("Assignee"). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement (as defined below).

RECITALS

WHEREAS, Assignor, Assignee, Thomas E. Rueger, Thaddeus O. Eshelman and Henry Buzgon, the shareholders of Assignor, have entered into that certain Asset Purchase Agreement of even date herewith (the "Agreement");

WHEREAS, Assignor is the sole owner of the trademark "PARADISE KITCHENS" registered with the United States Patent and Trademark Office ("USPTO") under Registration Number 4,716,270 (the "Trademark"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute this Assignment, and such other instruments as Assignee may reasonably request, in order to more effectively sell, convey, transfer, assign and deliver to Assignee and its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Trademark.

AGREEMENT

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

1. Transfer and Assignment. Assignor 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 rights 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.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, reasonably necessary to vest in Assignee all right, title and interest in and to the Trademark, and to enable such right, title and interest to be recorded in the USPTO and any other appropriate governmental authority or agency of the United States or any other nation. Assignor understands

that Assignee is conducting activities in express reliance on the foregoing and represents and warrants that Assignor is free to grant the rights set forth in this Assignment.

3. Counterparts. This Assignment may be executed in one (1) or more counterparts, each of which shall be deemed an original copy and all of which together will constitute one and the same instrument.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

5. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by the parties hereto.

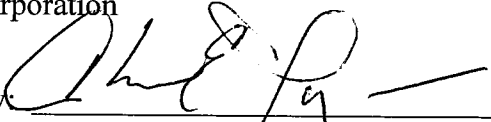
6. Jurisdiction, Venue and Governing Law. The parties agree that jurisdiction in the event of any disputes under this Assignment shall be in the courts of the State of Florida and venue shall be in St. Johns County, Florida. Florida Law shall govern this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by its respective officer thereunto duly authorized effective as of the Effective Date.

ASSIGNOR:

PARADISE KITCHENS INC., a Florida corporation

By: 

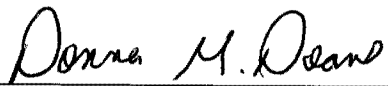
Name: Thomas E. Rueger

Title: Director

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 15th day of September, 2021, by THOMAS E. RUEGER, as Director of PARADISE KITCHENS, INC., a FLORIDA corporation, on behalf of said corporation, who personally appeared before me [] by physical presence or [] by means of audio-video communication technology, and is personally known to me or [] produced _____ as identification.

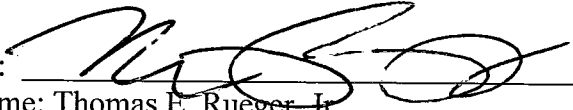


Signature

Print Name: Donna M. Doane
Notary Public, State and County aforesaid
Commission No.: GG 319608
My Commission Expires: 5-17-23

ASSIGNEE:


EASTERN POULTRY DISTIBUTORS, INC., a
Florida corporation d/b/a Eastern Quality Foods

By: 
Name: Thomas E. Rueger, Jr.
Title: President

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 1st day of September, 2021, by THOMAS E. RUEGER, JR., as President of Eastern Poultry Distributors, Inc., a Florida corporation, on behalf of said corporation, who personally appeared before me [] by physical presence or [] by means of audio-video communication technology, and is [X] personally known to me or [] produced _____ as identification.


Signature

Print Name: Donna M. Doane
Notary Public, State and County aforesaid
Commission No.: GG 319608
My Commission Expires: 5-17-23