

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI174980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIPRO FOODSERVICE, INC.		01/02/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Individual Name:	Stephen C. Push		
Street Address:	11721 OLDE COVINGTON WAY		
City:	GLEN ALLEN		
State/Country:	VIRGINIA		
Postal Code:	23059		
Entity Type:	INDIVIDUAL: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2495599	POCAHONTAS	
Registration Number:	2535467	POCAHONTAS	
CORRESPONDENCE DATA			
Fax Number:	4102342314		
<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:	4106596402		
Email:	patents@whitefordlaw.com		
Correspondent Name:	Mrs. J. Hinadh Weissbrot		
Address Line 1:	Whiteford, Taylor & Preston, LLP		
Address Line 2:	Seven Saint Paul Street		
Address Line 4:	Baltimore, MARYLAND 21202-1636		
ATTORNEY DOCKET NUMBER:	101012.00001		
NAME OF SUBMITTER:	JENNIFER WEISSBROT		
SIGNATURE:	JENNIFER WEISSBROT		
DATE SIGNED:	04/18/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

Effective as of January 2, 2024 (the “Effective Date”), UNIPRO FOODSERVICE, INC., a Delaware corporation (hereinafter referred to as “Assignor”), hereby delivers this Trademark Assignment to and for the benefit of STEPHEN C. PUSH, an individual resident of the State of Virginia (hereinafter referred to as “Assignee”), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the owner of the registered trademarks set forth on EXHIBIT A (the “Marks”), together with the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks, subject to the stated restrictions, as of the Effective Date.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, Assignor’s entire worldwide right, title and interest of whatever kind in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, if any, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made; provided, however, that such assignment is subject to the following restrictions, and Assignee agrees to act in accordance with such restrictions:
 - a. Assignee shall not use the Marks on or in connection with any goods or services in the foodservice industry, including without limitation on food products, for a period of twenty-five (25) years after the Effective Date; and
 - b. Assignee shall not sell, license, assign or otherwise transfer any of the Marks to any third party without prior written consent of Assignor; provided, further, that, in the event of a sale, license assignment or other transfer of any of the Marks which is approved by Assignor, the proceeds of such transaction shall be shared equally by Assignor and Assignee.
2. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee’s or their expense and charges, hereafter to execute all applications, amended specifications, deeds, instruments, or other documents, and to do all acts necessary or proper to secure the grant of registered trademark and service mark in the United States and in all other countries to Assignee, in such form as shall be approved by

the counsel of Assignor and to vest and confirm in Assignee its successors and assigns, the legal title to the Marks.

3. Assignor agrees, if requested, to cooperate with Assignee in connection with the protection of the Marks and enforcement of all rights associated with the Marks. All costs and expenses incurred as a result of such cooperation by Assignor shall be borne by Assignee, including without limitation any attorneys' fees and expenses of Assignor.
4. The undersigned represents and warrants that he/she has full requisite authority to execute this Assignment on behalf of Assignor and to obligate Assignor to its terms.

[SIGNATURES PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

UniPro Foodservice, Inc.

By: _____

Name:

Title:

ASSIGNEE:



Stephen C. Push, individually

[Trademark Assignment Signature Page]

TRADEMARK
REEL: 008403 FRAME: 0603

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

UNIPRO FOODSERVICE, INC.

By: *Bob Stewart*

Name: Bob Stewart

Title: Chief Executive Officer

ASSIGNEE:

Stephen Push, individually

EXHIBIT A

THE MARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
POCAHONTAS	USA	2495599	10/09/2001
<i>Pocahontas</i>	USA	2535467	02/05/2002