

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patriot Pickle Inc.		04/13/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Patriot Pickle Inc.		
Street Address:	20 Edison Drive		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5937763	KZ	
Registration Number:	4424888	THE ALL AMERICAN PICKLE PATRIOT PICKLE	
Registration Number:	4500701	NATURAL HARVEST	
Serial Number:	90528854	PATRIOT PICKLE	
Serial Number:	90367609	CRISP BRAND ADD A FRESH CRUNCH TO YOUR L	
Serial Number:	88461347	PICKLE ADE	
Serial Number:	88461401	REGAL CROWN	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	ksliter@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Kaitlinn P. Sliter/Jones Day		
Address Line 1:	77 West Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601-1692		
ATTORNEY DOCKET NUMBER:	989791-600006		
NAME OF SUBMITTER:	KAITLINN P. SLITER		
SIGNATURE:	/KAITLINN P. SLITER/		

CH \$190.00 5937763

DATE SIGNED:	04/14/2021
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made on April 13, 2021 between Patriot Pickle Inc., a New Jersey corporation (“*Assignor*”), and Patriot Pickle Inc., a Delaware corporation (“*Assignee*”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among Assignee, Assignor, the other Seller Parties (as defined in the Purchase Agreement) and the Seller Representative (as defined in the Purchase Agreement). Unless the context otherwise requires, terms used in this Assignment that are capitalized and not otherwise defined herein will have the meanings given to them in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in, to the United States trademark registrations listed on Schedule A hereto or that otherwise constitute a “Purchased Asset” under the Purchase Agreement (collectively, the “*Marks*”), and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the terms and conditions of the Purchase Agreement, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s right, title and interest in, to and with respect to the following:
 - (a) the Marks;
 - (b) all income, royalties and payments due or payable as of the date hereof or thereafter in connection with the Marks;
 - (c) the right to sue and collect damages for past, present or future infringements, misappropriations or other violations associated with the Marks, and any corresponding, equivalent or counterpart rights, title or interest that now exists or may be secured hereafter anywhere in the world; and
 - (d) all other common law rights and goodwill associated with the Marks.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the assignment and conveyance of the Marks and their associated goodwill.

6. This Assignment may be executed in in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

7. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

PATRIOT PICKLE INC., as Assignor

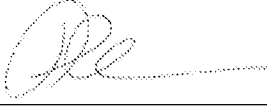
By: 
Name: William J. McEntee, Jr.
Title: President

[Signature Page to Patriot Pickle Trademark Assignment]

NAL-1516439395

TRADEMARK
REEL: 007254 FRAME: 0632

PATRIOT PICKLE INC., as Assignee


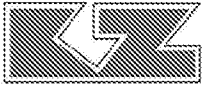

By: 

Name: Corby Reese
Title: President and Secretary

[Signature Page to Patriot Pickle Trademark Assignment]

SCHEDULE A

The Marks

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
PATRIOT PICKLE	90528854	2/15/21	N/A	N/A	Patriot Pickle Inc.	Pending
CRISP BRAND ADD A FRESH CRUNCH TO YOUR LUNCH	90367609	12/8/20	N/A	N/A	Patriot Pickle Inc.	Pending
PICKLE ADE 	88461347	6/15/19	N/A	N/A	Patriot Pickle Inc.	Pending
REGAL CROWN	88461401	6/15/19	N/A	N/A	Patriot Pickle Inc.	Pending
KZ 	88461378	6/15/19	5937763	12/17/19	Patriot Pickle Inc.	Registered
THE ALL AMERICAN PICKLE PATRIOT PICKLE 	85864675	3/1/13	4424888	10/29/13	Patriot Pickle Inc.	Registered
NATURAL HARVEST	85909646	4/19/13	4500701	3/24/15	Patriot Pickle Inc.	Registered