

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506119

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Calip Holdings Inc.		09/18/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seafoam Green Productions, Inc.		
<b>Street Address:</b>	29 Augusta Drive		
<b>City:</b>	Cortlandt Manor		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10567		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4415120	SCHRAFFT'S	
<b>Registration Number:</b>	4392606	SCHRAFFT'S	
<b>Registration Number:</b>	4384135	SCHRAFFT'S	
<b>Registration Number:</b>	3746532	THE SCHRAFFT CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2077911350		
<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>	207-791-1100		
<b>Email:</b>	trademark@pierceatwood.com		
<b>Correspondent Name:</b>	Kyle J. Glover / Pierce Atwood LLP		
<b>Address Line 1:</b>	254 Commercial Street		
<b>Address Line 4:</b>	Portland, MAINE 04101		
<b>ATTORNEY DOCKET NUMBER:</b>	35403/2538		
<b>NAME OF SUBMITTER:</b>	Kyle J. Glover		
<b>SIGNATURE:</b>	/Kyle J. Glover/		
<b>DATE SIGNED:</b>	01/16/2019		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), is made and entered into as of the 18<sup>th</sup> day of September, 2018, by and among Calip Holdings Inc. (the "Assignor"), a New York corporation, with its address at 701 Zerega Avenue, Bronx, NY 10173, on one hand, and Seafoam Green Productions, Inc., a New York corporation, with its address at 29 Augusta Drive, Cortlandt Manor, NY 10567 (the "Assignee").

### W I T N E S S E T H:

**WHEREAS**, the Assignor, has used and is using, or is intending to use, in its business, the trademarks set forth in **Schedule A**, attached hereto (collectively, the "Schrafft's Trademarks");

**WHEREAS**, the Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Schrafft's Trademarks, together with the goodwill symbolized by the Schrafft's Trademarks and the registrations thereof and applications therefore;

**WHEREAS**, it is desired that the assignment of the Schrafft's Trademarks, the registrations thereof and the applications therefore, be made of record in the United States Patent and Trademark Office, and, as appropriate, other patent and trademark offices.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby:

Assigns to the Assignee all of Assignor's right, title and interest in and to the Schrafft's Trademarks, together with the goodwill symbolized by the Schrafft's Trademarks and any registrations thereof and any applications therefor, and all rights to damages and profits, due or accrued, arising out of past infringements of said Schrafft's Trademarks, and the right to sue for and recover the same.

The Assignor shall execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any of the provisions of this Assignment, as Assignee may at any time reasonably request, including putting Assignee in full possession and operating control of the Schrafft's Trademarks.

This Assignment is delivered pursuant to and is entitled to the benefits of that certain Trademark Purchase Agreement dated the date hereof (the "TPA") by and between the Assignor (as the Seller thereunder) and the Assignee (as the Buyer thereunder).

Calip Holdings Inc.

By: 

Name: Martin T. Kelly

Title: President

ACKNOWLEDGMENT

State of New York    }  
  }ss:  
County of Bronx       }

On Sept 18, 2018, before me, Martin T. Kelly, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Assignment of Trademarks and acknowledged to me that he executed the same in his authorized capacity as President of Calip Holdings Inc. (the "Assignor"), and that by his signature executed such instrument for and on behalf of the Assignor.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public

GLORIA L CRAWFORD  
Notary Public, State of New York  
Reg. No. 01CR4901017  
Qualified in Queens County  
Commission Expires July 13, 2021

**SCHEDULE A**  
**SCHRAFFT'S TRADEMARKS**

Trademark	Reg. No.	Reg. Date	Status
SCHRAFFT'S	4415120	10/8/2013	Live
SCHRAFFT'S	4392606	8/10/2013	Live
SCHRAFFT'S	4384135	8/13/2013	Live
THE SCHRAFFT CENTER	3746532	2/10/2010	Live
SCHRAFFT'S	NFLD908	07-10-1920	Live