

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.D. Coggins SM LLC		05/24/2006	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Potbelly Sandwich Works, LLC		
Street Address:	222 Merchandise Mart Plaza		
Internal Address:	23rd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3008760	COGGINS' SANDWICH MANUFACTORY	
Registration Number:	3065822	COGGINS' SANDWICH MANUFACTORY	
Registration Number:	2998208	DESIGNERS AND BUILDERS OF EXCEPTIONAL OVEN-BAKED SANDWICHES	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-807-4350		
Email:	trademarks@bellboyd.com, shakim@bellboyd.com		
Correspondent Name:	Sana Hakim		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	108606-10		

CH \$90.00 3008760

NAME OF SUBMITTER:	Sana Hakim
Signature:	/sh/
Date:	12/14/2007
Total Attachments: 5 source=Coggins assignment#page1.tif source=Coggins assignment#page2.tif source=Coggins assignment#page3.tif source=Coggins assignment#page4.tif source=Coggins assignment#page5.tif	

TRADEMARK ASSIGNMENT

WHEREAS, J.D. COGGINS SM LLC, an Ohio limited liability company, with a place of business at 6000 Freedom Square Drive, Suite 500, Independence, Ohio, 44131 (“Assignor”), has adopted, used and is using, and is the owner of, all assumed fictional business names, trade names, domain name registrations, registered and unregistered trademarks, service marks, trade styles, logos and other source or business identifiers and applications, and all common-law rights related thereto, and the right to obtain all renewals thereof and the registrations and the applications thereof in the U.S. Patent and Trademark Office (collectively, “Marks”);

WHEREAS, POTBELLY SANDWICH WORKS, LLC, an Illinois limited liability company, with a place of business at 222 Merchandise Mart Plaza, 23rd Floor, Chicago, Illinois 60654 (“Assignee”), desires to acquire the entire right, title, and interest therein;

WHEREAS, this Trademark Assignment (this “Assignment”) is in furtherance of, and not in substitution for, that certain Bill of Sale and Assignment Agreement dated the same date hereof (the “Bill of Sale”) between Assignor, Coggins Sandwich Manufactory – Washington, DC, LLC, a District of Columbia limited liability company (“Coggins GW”), and Coggins Sandwich Manufactory – Fairfax LLC, a Virginia limited liability company (“Coggins Fairfax” and together with Assignor and Coggins GW, the “Sellers”);

WHEREAS, this Assignment is executed pursuant and subject to the terms of that certain Asset Purchase Agreement dated the same date hereof (the “Purchase Agreement”) between Sellers and PSW DC Acquisition LLC, an Illinois limited liability company (“Buyer”); and

WHEREAS, Buyer has designated Assignee as Buyer’s designee under Section 1.1 of the Purchase Agreement to receive the “Purchased Assets” (as defined in the Purchase Agreement), including, but not limited to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to this Assignment, Assignor hereby sells, assigns, conveys, and transfers to Assignee all right, title, and interest in and to the Marks, including those set forth on Schedule A hereto, and the registrations and the applications thereof, together with all common-law rights and goodwill of the business symbolized by the Marks and the registrations and the applications, all causes of action for damages, including by reason of past or present infringement or misappropriation thereof, and all income, royalties, or payments due as of the date hereof or hereafter.

Assignor represents and warrants that: (a) Assignor owns all right, title, and interest in the Marks; (b) Assignor has not assigned, leased, or otherwise encumbered the Marks to a third party; (c) the Marks do not infringe the intellectual property rights of any third parties; and (d) the Marks are not the subject of any claim, action, litigation, complaint, arbitration, or mediation.

Assignor agrees not to use the Marks or any variations of the Marks after execution of this Agreement except as permitted under Section 7.2 of the Purchase Agreement. Furthermore, Assignor agrees not to challenge the validity of the Marks or title of Assignee to the Marks.

Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact for the purpose of executing all such documents as may be necessary for securing, recording, or otherwise effectuating this Assignment in Assignor's name.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF WASHINGTON, D.C. Each party hereto irrevocably consents to the exclusive jurisdiction of the courts of Washington, D.C. and of any federal court located in such district in connection with any action or proceeding arising out of or relating to this Assignment. In addition, each party hereto covenants and agrees not to assert, by way of motion, as a defense, or otherwise, in any such action or proceeding, any claim that such party is not subject personally to the jurisdiction of such court, that the action or proceeding is brought in an inconvenient forum, that the venue of the action or proceeding is improper, or that this Assignment or the subject matter hereof may not be enforced in or by such court.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same document. The exchange of copies of this Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment
this 24 day of May, 2006

ASSIGNOR:

J.D. COGGINS SM LLC:

by its manager,

By: [Signature]
Its: Authorized Signatory

ASSIGNEE:

POTBELLY SANDWICH WORKS, LLC

by its sole member/manager,
POTBELLY ILLINOIS, INC.

By: _____
Its: Authorized Signatory

STATE OF Ohio
COUNTY OF Cuyahoga) SS.

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged
before me this 23rd day of May, 2006
by ROSS C. FARRO
of J.D. COGGINS SM LLC

The foregoing instrument was acknowledged
before me this _____ day of _____, 2006
by _____
of _____

Judith P Chupa
Notary Public
My commission expires _____
JUDITH P. CHUPA
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Commission Expires Jan. 26, 2008

Notary Public
My commission expires _____

Acknowledged and Agreed:

PSW DC ACQUISITION LLC
by its sole manager,
POTBELLY ILLINOIS, INC.

By _____
Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment
this 24 day of May, 2006

ASSIGNOR:

J.D. COGGINS SM LLC:
by its manager,

By: _____
Its: Authorized Signatory

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged
before me this _____ day of _____, 2006
by _____
of _____

Notary Public
My commission expires _____

ASSIGNEE:

POTBELLY SANDWICH WORKS, LLC
by its sole member/manager,
POTBELLY ILLINOIS, INC.

By: William Moreton
Its: Authorized Signatory

STATE OF Illinois)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged
before me this _____ day of _____, 2006
by William Moreton
of Potbelly Illinois, Inc

Gayle A. Nikel
Notary Public
My commission expires December 3, 2006

Acknowledged and Agreed:

PSW DC ACQUISITION LLC
by its sole manager,
POTBELLY ILLINOIS, INC.

By William Moreton
Authorized Signatory



SCHEDULE A

Trademark	Reg. No.	Serial No.	Registration Date
COGGINS' SANDWICH MANUFACTORY and Design	3,008,760	78/455,138	10/25/2005
COGGINS' SANDWICH MANUFACTORY and Design	3,065,822	78/583,677	03/07/2006
DESIGNERS AND BUILDERS OF EXCEPTIONAL OVEN-BAKED SANDWICHES	2,998,208	78/464,207	09/20/2005

Assignment

TRADEMARK

REEL: 003678 FRAME: 0906

RECORDED: 12/14/2007