

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354918

| | | | |
|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Corner Deli Management, LLC | | 09/11/2015 | LIMITED LIABILITY COMPANY: |
| RECEIVING PARTY DATA | | | |
| Name: | 114 Kenmare Associates, LLC | | |
| Street Address: | 106 Kenmare Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10012 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4082988 | LA ESQUINA | |
| Registration Number: | 4170247 | LA ESQUINA | |
| Registration Number: | 4027462 | LA ESQUINA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 212-504-2060 | | |
| Email: | adam@gglaw.us | | |
| Correspondent Name: | Adam Marsh | | |
| Address Line 1: | 411 West 14th Street, 4th Floor | | |
| Address Line 4: | New York, NEW YORK 10014 | | |
| NAME OF SUBMITTER: | Adam Marsh | | |
| SIGNATURE: | /Adam Marsh/ | | |
| DATE SIGNED: | 09/14/2015 | | |
| Total Attachments: 7 | | | |
| source=La Esquina - IP Assignment - Executed#page1.tif | | | |
| source=La Esquina - IP Assignment - Executed#page2.tif | | | |
| source=La Esquina - IP Assignment - Executed#page3.tif | | | |

OP \$90.00 4082988

source=La Esquina - IP Assignment - Executed#page4.tif

source=La Esquina - IP Assignment - Executed#page5.tif

source=La Esquina - IP Assignment - Executed#page6.tif

source=La Esquina - IP Assignment - Executed#page7.tif

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 17th day of September, 2018 (the "Effective Date"), by and among Corner Deli Management, LLC, a New York limited liability company (the "Assignor"), and 114 Kenmare Associates, LLC, a New York limited liability company ("Assignee").

WITNESETH:

WHEREAS, the Assignor has agreed to contribute, transfer, convey and assign to Assignee all of their right, title and interest in and to (i) the trademarks set forth in Schedule I attached hereto, together with the goodwill of the business symbolized by such trademarks and (ii) all other assets and liabilities of any nature held by the Assignor, in each case, which relate solely to such trademarks (the "Assigned Marks"); and

WHEREAS, Assignee has agreed to assume the Assigned Mark.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contribution of Assigned Mark.

(a) The Assignor hereby contributes, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby acquires and accepts from the Assignor, the Assigned Marks, free and clear of any liens.

(b) Assignee hereby assumes and agrees to discharge and perform when due all liabilities and obligations (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due (each, a "Liability") of the Assignor to the extent related to the Assigned Marks (the "Assumed Liabilities").

2. Representations and Warranties. The Assignor hereby represents, warrants and covenants to Assignee as of the date hereof as follows:

(a) The Assignor has the full right, power, capacity and authority to enter into and fully perform this Agreement, and carry out each and all of the terms and conditions hereof. This Agreement is a valid and binding obligation of the Assignor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). There is no contract or understanding with any other person or entity which would interfere with the Assignor's performance of their obligations herein. The consent of no other person or entity is necessary for the Assignor to enter into this Agreement.

(b) The Assignor has good and marketable title to or valid licenses in the trademarks of the Assigned Marks, free and clear of any liens.

3. Authorization. The parties acknowledge and agree that (i) the Assignor is hereby authorized to file any and all applications with the United States Patent and Trademark Office which are necessary to give effect to the conveyance of the Assigned Marks, and (ii) Assignee hereby grants to the Assignor an irrevocable power of attorney to file such applications.

4. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions concerning conflict or choice of law.

b. Counterparts; Amendment. This Agreement may be executed in one or more counterparts which in the aggregate shall comprise one Agreement. This Agreement may be changed only by a written document signed by authorized representatives of each party.

c. Binding Effect; Entire Agreement. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and supersedes any prior and contemporaneous written or oral understandings, agreements or representations in connection herewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Contribution, Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR:

CORNER DELI MANAGEMENT, LLC,
a New York limited liability company

By: 
Derek Sanders
Co-Managing Member

ASSIGNEE:

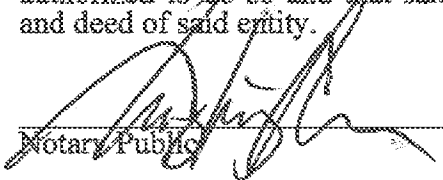
114 KENMARE ASSOCIATES, LLC,
a New York limited liability company

By: Corner Deli Management, LLC
Its managing member

By: 
Derek Sanders
Co-Managing Member

STATE OF *New York* }
COUNTY OF *New York* } SS

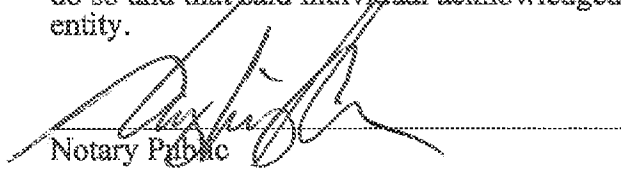
On this 11 day of August in the year 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Derek Sanders personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being duly sworn, did say that he is the Co-Managing Member of CORNER DELI MANAGEMENT, LLC and that he duly executed the foregoing instrument for and on behalf of CORNER DELI MANAGEMENT, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said entity.


Notary Public

CHUNG PING CHU
Notary Public, State of New York
No. 0162882892
Qualified to Sign Contracts
Commission Expires *6/24/2018*

STATE OF *New York* }
COUNTY OF *New York* } SS

On this 11 day of August in the year 2015, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Derek Sanders personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being duly sworn, did say that he is the Co-Managing Member of CORNER DELI MANAGEMENT, LLC which serves as the Managing Member of 114 KENMARE ASSOCIATES, LLC and that he duly executed the foregoing instrument for and on behalf of 114 KENMARE ASSOCIATES, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said entity.


Notary Public

CHUNG PING CHU
Notary Public, State of New York
No. 0162882892
Qualified to Sign Contracts
Commission Expires *6/24/2018*

SCHEDULE 1

Assigned Marks



la Esquina

Word Mark LA ESQUINA
Translations The English translation of "LA ESQUINA" in the mark is "THE CORNER".
Goods and Services IC 030. US 046. G & S: Salsa. FIRST USE: 20110430. FIRST USE IN COMMERCE: 20110430
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 04.09.01 - Face Masks (costume); Masks, Halloween (costume); Masks, theatrical masks
Serial Number 85315250
Filing Date May 8, 2011
Current Basis 1A
Original Filing Basis 1A
Published for Opposition October 25, 2011
Registration Number 4082988
Registration Date January 10, 2012
Owner (REGISTRANT) Corner Deli Management LLC LIMITED LIABILITY COMPANY NEW YORK 106 Kenmare Street New York NEW YORK 10012
Attorney of Record Douglas N. Masters
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the words "LA ESQUINA" alongside a mask or statue's face.
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

LA ESQUINA

Word Mark LA ESQUINA
Translations The English translation of "LA ESQUINA" in the mark is THE CORNER.
Goods and Services IC 030. US 046. G & S. Salsa. FIRST USE: 20110430. FIRST USE IN COMMERCE: 20110430
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85313239
Filing Date May 5, 2011
Current Basis 1A
Original Filing Basis 1A
Published for Opposition April 24, 2012
Registration Number 4170247
Registration Date July 10, 2012
Owner (REGISTRANT) Corner Deli Management LLC LIMITED LIABILITY COMPANY NEW YORK 106 Kenmare Street New York NEW YORK 10012
Attorney of Record Douglas N. Masters
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

LA ESQUINA

Word Mark LA ESQUINA
Translations The English translation of "LA ESQUINA" in the mark is "THE CORNER".
Goods and Services IC 043. US 100 101. G & S: Restaurant and bar services. FIRST USE: 20050601.
FIRST USE IN COMMERCE: 20050601
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77859977
Filing Date October 28, 2009
Current Basis 1A
Original Filing Basis 1A
Published for Opposition July 5, 2011
Registration Number 4027462
Registration Date September 20, 2011
Owner (REGISTRANT) Corner Deli Management LLC LIMITED LIABILITY COMPANY NEW YORK 106 Kenmare Street New York NEW YORK 10012
Attorney of Record Douglas N. Masters
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead indicator LIVE