

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368392

<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>
Simmonds Restaurant Management, Inc.		12/05/2015	CORPORATION: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RSM Acquisition, LLC		
<b>Street Address:</b>	21323 Walnut Street		
<b>City:</b>	Elkhorn		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEBRASKA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3826956	RSM RESTAURANT SERVICE & MAINTENANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4029339630		
<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>	402-933-9351		
<b>Email:</b>	smahlin@ddlawgroup.com		
<b>Correspondent Name:</b>	Stephanie Mahlin		
<b>Address Line 1:</b>	13625 California Street		
<b>Address Line 2:</b>	Suite 110		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68154		
<b>NAME OF SUBMITTER:</b>	Stephanie Mahlin		
<b>SIGNATURE:</b>	/sm/		
<b>DATE SIGNED:</b>	01/07/2016		
<b>Total Attachments: 2</b>			
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source=Trademark Assignment#page2.tif			

OP \$40.00 3826956

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made and entered into effective December 5, 2015, by Simmonds Restaurant Management, Inc., a Nebraska corporation ("Assignor"), having an address of 3730 S. 149<sup>th</sup> Street, Suite 107, Omaha, Nebraska 68144, and RSM Acquisition, LLC, a Nebraska limited liability company ("Assignee"), having an address of 21323 Walnut Street, Elkhorn, Nebraska 68022.

WHEREAS, Assignor is the owner of the trademark listed on Exhibit "A", attached hereto (the "Trademark"), and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, all applications and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will, without charge to Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce its rights and interest in and to the Trademark in any and all countries. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SIMMONDS RESTAURANT MANAGEMENT, INC., a Nebraska corporation, Assignor

By *Paula Blissman*  
Title *President*

State of Nebraska )  
 ) ss.  
County of Douglas )

On this 2<sup>nd</sup> day of December, 2015, before a Notary Public in and for the country and state aforesaid, appeared *Paula Blissman*, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.



*Peggy J. Geer*  
Notary Public

**EXHIBIT "A"**

**U.S. TRADEMARK**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>
RSM RESTAURANT SERVICE & MAINTENANCE (AND DESIGN)	77/728,394	3,826,956