

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honey-Jam Cafe, LLC	FORMERLY RJ's Cafe, LLC	09/15/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Garofalo Restaurant Group, LLC		
Street Address:	222 Dixie Highway		
City:	Chicago Heights		
State/Country:	ILLINOIS		
Postal Code:	60411		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3872541	HONEY-JAM CAFE	
CORRESPONDENCE DATA			
Fax Number:	3123327701		
<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:	312-332-7710		
Email:	MSKdocket@AdvitamIP.com, TValente@AdvitamIP.com		
Correspondent Name:	Michele S. Katz		
Address Line 1:	160 N. Wacker Drive, 2nd Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	421-11137		
NAME OF SUBMITTER:	Michele S. Katz		
SIGNATURE:	/Michele S. Katz/		
DATE SIGNED:	02/08/2016		
Total Attachments: 3			
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OP \$40.00 3872541

ASSIGNMENT OF TRADEMARK

WHEREAS, HONEY-JAM CAFE, LLC, f/k/a RJ'S CAFÉ, LLC, an Illinois limited liability company ("**Assignor**"), acquired, adopted and used, and thereby owns all rights, title and interests in and to the United States Trademark Registration No. 3,872,541 in **Exhibit A** attached hereto and incorporated herein (the "**Mark**"), along with the goodwill of the business appurtenant to said Mark; and

WHEREAS, on September 15, 2014, Assignor informally assigned its entire rights, title and interests in and to the Mark, and the goodwill appurtenant thereto, to GAROFALO RESTAURANT GROUP, LLC, an Illinois limited liability company ("**Assignee**"); and

WHEREAS, Assignee desires to formalize the above-noted assignment, and more specifically, for Assignor to execute this instrument of assignment, whereby Assignor formally assigns its entire rights, title and interests in and to the Mark, and the goodwill appurtenant thereto, to Assignee effective September 15, 2014.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, pursuant to the terms of the Agreement, its full and entire rights, title and interests in and to the Mark identified in said **Exhibit A**, and the attendant goodwill symbolized by the Mark, the same to vest in Assignee, including without limitation, the right to register the Mark in the United States and all jurisdictions in the world which register trademarks, and to sue and recover for past and present infringements.

Assignor hereby represents and warrants that (i) it is the sole owner of the Mark and the goodwill associated therewith; (ii) it has granted no licenses to any other party to use the Mark in the United States; (iii) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Mark or any other rights or interests therein which are adverse to those of Assignor, and (iv) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark which would be breached or otherwise violated by the foregoing assignment of the Mark. In this connection, Assignor states that he makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth herein.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the Mark in the United States.

Assignor further agrees that at the request of Assignee, and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office, so that Assignee's ownership of the Mark is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has executed this instrument effective September 15, 2014.

Assignor:

HONEY-JAM CAFE, LLC, f/k/a RJ'S CAFÉ, LLC,
An Illinois limited liability company

BY: 
KAREN L. PETERSON, attorney in fact for
RICHARD J. PORTILLO, Member-Manager

**Exhibit A
to
Assignment of Trademark**

Registration No.	Trademark	Class	Registration Date
3,872,541	HONEY-JAM CAFE	43	11/09/2010