

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gordon Brothers Commercial and Industrial LLC		02/04/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tuesday Morning Partners, Ltd.		
Street Address:	6250 LBJ Freeway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3814853	CHEFS	
Registration Number:	3303245	THE BEST KITCHEN STARTS HERE	
Registration Number:	1277563	THE CHEF'S CATALOG	
Registration Number:	4538334	CHEF KNIFE GURU	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey Becker c/o Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	24231.10		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	03/08/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made, executed and delivered by Gordon Brothers Commercial and Industrial LLC, a Delaware limited liability company ("Assignor"), in favor of Tuesday Morning Partners, Ltd., a Texas limited partnership ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated February 4, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase and assume from Assignor, and Assignor agreed to sell, convey, transfer, assign and deliver to Assignee certain assets, including without limitation, the Marks (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, benefit, privilege and interest in, to and under each trademark identified in the Schedule of Trademarks hereto, together with any applications and/or registrations thereof and the goodwill of the business symbolized thereby (the "Marks"), including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Trademark Assignment not been made.

This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Either party may execute and deliver this Trademark Assignment by an executed signature page transmitted by a facsimile machine. If a party transmits its signature by a facsimile machine, such party shall promptly thereafter deliver an originally executed signature page to the other party; *provided, however*, that any failure to deliver such an originally executed signature page shall not affect the validity, legality or enforceability of this Trademark Assignment.

[Signature Pages to Follow]

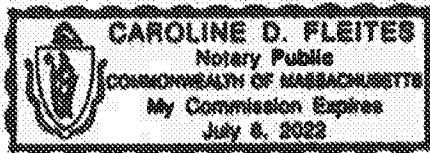
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized, all as of the date written below.

Gordon Brothers Commercial and Industrial LLC

By: [Signature]
Name: Jim Lightburn
Title: Managing Director
Date: 2-11-16

STATE OF MA)
) ss
COUNTY OF Suffolk)

Subscribed and sworn to before me this 4th day of February, 2016, by Jim Lightburn, the Managing Director of Gordon Brothers Commercial and Industrial LLC, a Delaware limited liability company, on behalf of the company.



Caroline Fleites
Notary Public

(SEAL)

My commission expires:

July 8, 2022

IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed by its officer thereunto duly authorized, all as of the date written below.

Tuesday Morning Partners, Ltd.
By: Its General Partner - Days of the Weeks, Inc.

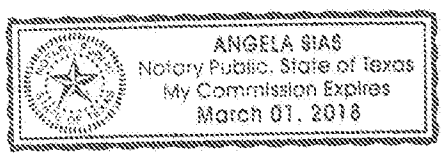
By: [Signature]
Name: Steven R. Becker
Title: Chief Executive Officer
Date: February 4, 2016

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

Subscribed and sworn to before me this 4th day of February, 2016, by Steven R. Becker, the Chief Executive Officer of Tuesday Morning Partners, Ltd., a Texas limited partnership, on behalf of the partnership.

[Signature: Angela Sias]
Notary Public

(SEAL)
My commission expires:
March 1, 2018



SCHEDULE OF TRADEMARKS

TRADEMARK REGISTRATIONS

Jurisdiction	Mark	Application No.	Application Date	Registration No.	Registration Date
United States	CHEFS	76/657,652	March 30, 2006	3,814,853	July 6, 2010
United States	THE BEST KITCHEN STARTS HERE	76/659,032	April 25, 2006	3,303,245	October 2, 2007
United States	THE CHEF'S CATALOG	73/206,464	March 8, 1979	1,277,563	May 8, 1984
United States	CHEF KNIFE GURU	85/578,901	March 23, 2012	4,538,334	May 27, 2014

COMMON LAW TRADEMARKS

CHEFS

CHEFS

CHEFS CATALOG

CHEFS SPICE

SEASON. FLAVOR. SAVOR!