TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM388194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/29/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C.H. Smith & Son, Inc.		06/16/2016	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	S.S.S. Development, Inc.
Street Address:	P.O. Box 49
City:	Pittsfield
State/Country:	ILLINOIS
Postal Code:	62363
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4680045	LUIGI'S PIZZA AND SUBS	
Registration Number:	4680046	CAPITAL CITY BREWERY	

CORRESPONDENCE DATA

Fax Number: 3177133699

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.

Phone: 3177133500

ZGTrademarks@taftlaw.com Email:

Correspondent Name: M. Zach Gordon

Address Line 1: One Indiana Square, Suite 3500 Address Line 2: Taft Stettinius & Hollister LLP Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	M. Zach Gordon
SIGNATURE:	/M. Zach Gordon/
DATE SIGNED:	06/16/2016

Total Attachments: 2

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> **TRADEMARK** REEL: 005815 FRAME: 0327

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, C.H. Smith & Son, Inc., an Illinois corporation (ASSIGNOR), hereby assigns, sells, conveys and transfers to S.S.S. Development, Inc., an Illinois corporation, having an address of P.O. Box 49, Pittsfield, Illinois 62363 (ASSIGNEE), all rights, title and interests in and to the marks attached hereto as Exhibit A (the "Marks"), and the goodwill of the business with which the Marks are to be used, and all claims for damages by reason of infringement, with the right to sue for and collect the same for, its own use and for the use of its successors and assigns.

Assignor confirms and agrees that any use of the Marks by Assignee prior to this Assignment was with the authorization and consent of Assignor and Assignee further confirms and agrees that all goodwill accruing from any such use of the Marks by Assignee prior to the effective date of this Assignment inured to the benefit of Assignor. Assignee is the successor in interest to the ongoing business of the applicant, or portion thereof to which the Marks pertains. This Assignment shall be effective nunc pro tune as of January 29, 2015.

ASSIGNOR:	ASSIGNEE	
Signed: Quil K Smith Printed: Devid K Smith Title: VICE PRESIDENT	Signed: Printed: Title:	David K. Smith PRESIDENT
STATE OF Lines) SS; COUNTY OF Police)		
Before me the undersigned, a Notary Public being first duly sworn by me upon his on Signed and scaled this164** day of	th, says that the facts all	
	Printed Name Commission Expires: County of Residence:	

1889847.1

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EXHIBIT A

Mark	Reg. No.	Reg. Date
LUIGI'S PIZZA AND SUBS	4680045	01/27/2015
CAPITAL CITY BREWERY	4680046	01/27/2015

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RECORDED: 06/16/2016

TRADEMARK
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