

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399706

<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>
Gregorys Coffee Inc.		09/23/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gregorys Coffee Trade LLC		
<b>Street Address:</b>	327 Park Avenue South		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4445463	GREGORYS COFFEE	
<b>Registration Number:</b>	4319271	SEE COFFEE DIFFERENTLY	
<b>Registration Number:</b>	4373967		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126311241		
<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>	212.714.3079		
<b>Email:</b>	trademarks@whiteandwilliams.com		
<b>Correspondent Name:</b>	Randy M. Friedberg		
<b>Address Line 1:</b>	7 Times Square Tower, Suite 2900		
<b>Address Line 4:</b>	New York, NEW YORK 10063		
<b>NAME OF SUBMITTER:</b>	Callie L. Pioli		
<b>SIGNATURE:</b>	/Callie L. Pioli/		
<b>DATE SIGNED:</b>	09/26/2016		
<b>Total Attachments: 7</b>			
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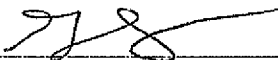
## TRADEMARK ASSIGNMENT

Gregorys Coffee Inc., ("Assignor"), a New York corporation with its principal offices at 327 Park Avenue South, New York, New York, 10010, is the owner of the trademarks listed on **Exhibit A**, annexed hereto, which are presently registered in the United States Patent and Trademark Office as set forth on Exhibit A and incorporated herein by reference. Gregorys Coffee Trade LLC, ("Assignee"), a New York limited liability company with its principal offices at 327 Park Avenue South, New York, New York, 10010, desires to acquire all right title and interest in the trademarks listed on Exhibit A, the goodwill symbolized by the marks, and the registrations of the trademarks, pursuant to the Agreement of Merger between Gregorys Coffee Inc. and Gregorys Coffee Trade LLC, as shown on **Exhibit B** and incorporated herein by reference.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, and assigns, all right, title, and interest in said marks, along with the registrations together with the goodwill symbolized by the marks throughout the United States along with the right to recover for damages and profits for past infringements of the trademarks.

Assignor warrants that it is the legal owner of all right, title and interest in the trademarks, that the trademarks have not been otherwise previously pledged, assigned, or encumbered and that this assignment does not infringe on the rights of any person. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the aforesaid trademarks, including, without limitation, recordation of the assignment in the United States Patent and Trademark Office.

ASSIGNOR

By:   
Name: Gregory Zametis  
Title: CEO, President  
Date: 9-23-16

**EXHIBIT A**

<b>Mark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
GREGORYS COFFEE	4445463	December 10, 2013
SEE COFFEE DIFFERENTLY	4319271	April 16, 2013
	4373967	July 30, 2013

# EXHIBIT B

**AGREEMENT OF MERGER**  
**BETWEEN**  
**GREGORYS COFFEE INC.**  
**AND**  
**GREGORYS COFFEE TRADE LLC**

This AGREEMENT OF MERGER (the "Agreement") is made and entered into this 7th day of January, 2016 (the "Effective Date"), by and between GREGORYS COFFEE INC., a New York corporation (the "Corporation"), and GREGORYS COFFEE TRADE LLC, a New York limited liability company (the "LLC").

The Corporation was incorporated under the laws of the State of New York on July 2, 2010 and the LLC was formed under the laws of the State of New York on January 5, 2016.

The Board of Directors and the shareholders of the Corporation have determined it to be advisable and in the best interest of the Corporation that the Corporation be merged with and into the LLC (the "Merger") on the terms set forth herein, and that the LLC be the surviving entity of the Merger, and have approved and adopted this Agreement in accordance with the New York Business Corporation Law (the "NYBCL").

The members of the LLC have determined that the Merger is advisable and in the best interests of the LLC, and have approved and adopted this Agreement in accordance with the New York Limited Liability Company Law (the "NYLLCL").

Following the Merger, the LLC will continue the business of the Corporation and otherwise shall be entitled to engage in any lawful act or activity for which limited liability companies may be organized under the NYLLCL.

The Corporation and the LLC hereby agree as follows:

1. The Merger. At the time of the filing of the Certificate of Merger with the Secretary of State of the State of New York (the "Effective Time"), the Corporation shall be merged with and into the LLC and the LLC shall continue as the surviving entity (hereinafter at times referred to as the "Surviving LLC"), pursuant to the terms and conditions of this Agreement and in accordance with applicable provisions of the NYBCL and the NYLLCL. The name of the Surviving LLC shall be "GREGORYS COFFEE TRADE LLC".

2. Exchange Ratio. The Merger shall be accomplished by the exchange of all 100 shares of issued and outstanding Common Stock, no par value, held by the shareholders of the Corporation ("Corporation Common Stock"), for 100% of the membership interests in the LLC, so that immediately following the Effective Time each share of Corporation Common Stock issued and outstanding immediately prior to the Effective Time of the Merger will be automatically canceled and retired and shall cease to exist and the membership interests of the Surviving LLC shall be allocated to each of the

shareholders of the Corporation in a proportionate amount as to the prior ownership interests of each shareholder in the Corporation (the "Exchange Ratio").

3. Effect of the Merger

3.1 Effectiveness. Upon the Effective Time, the separate existence of the Corporation shall cease and the LLC, as the Surviving LLC, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time of the Merger, (b) shall be subject to all actions previously taken by the Corporation and its shareholders, board of directors, or officers, (c) shall succeed, without other transfer or action on the part of any other party, to all of the assets, rights, powers and property of the Corporation in the manner more fully set forth in Section 1004 of the NYLLCL, (d) shall continue to be subject to all of the debts, liabilities and obligations of the LLC as constituted immediately prior to the Effective Time of the Merger, and (e) shall succeed, without other transfer or other action on the part of any other party, to all of the debts, liabilities and obligations of the Corporation in the same manner as if the LLC had itself incurred them, all as more fully provided under the applicable provisions of the NYBCL and the NYLLCL.

3.2 Surviving LLC Membership Interests. Upon the Effective Time, the shareholders of the Corporation shall, automatically by virtue of the Merger and without any further action by the Corporation or the LLC, be deemed to be the holders of 100% of the outstanding membership interests of the Surviving LLC based on the Exchange Ratio, and shall have the right to receive certificates representing the membership interests in the LLC for which shares of Corporation Common Stock have been or shall be exchanged.

4. Organizational Documents.

4.1 Articles of Organization. The Articles of Organization of the LLC as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Articles of Organization of the Surviving LLC, until duly amended in accordance with the provisions thereof and applicable law.

4.2 Operating Agreement. The Operating Agreement of the LLC as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Operating Agreement of the Surviving LLC, until duly amended in accordance with the provisions thereof and applicable law.

5. Termination and Amendment

5.1 Termination. Notwithstanding the approval of this Agreement by the shareholders of the Corporation and the Members of the LLC, this Agreement may be terminated at any time prior to the Effective Time by the mutual written agreement of the Corporation and the LLC. In the event that this Agreement is terminated, it shall become void and have no effect and no liability shall be imposed upon either the Corporation and its directors, shareholders, or officers thereof, or the LLC and its members thereof.

5.2 Amendment. Prior to the Effective Date, this Agreement may be amended or modified by the parties at any time by execution of an instrument in writing signed on behalf of each of the parties.

6. Miscellaneous

6.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

6.2 Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement or of such provision or obligation in any jurisdiction.


6.3 Assignment; Binding Upon Successors and Assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6.4 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of New York without giving effect to any choice of law rule, except to the extent that the merger provisions of the NYBCL and NYLLCL shall apply.


6.5 Further Assurances. After the Effective Time, the LLC and its members may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to the Corporation's property or rights in the LLC and otherwise to carry out the purposes of this Agreement, in the name of the Corporation or otherwise.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

GREGORYS COFFEE INC.

By:   
Gregory Zamfotis, President

GREGORYS COFFEE TRADE LLC

By:   
Gregory Zamfotis, Manager



FILING RECEIPT

ENTITY NAME: GREGORYS COFFEE TRADE LLC

DOCUMENT TYPE: MERGER (DOM LLC)  
PROCESS

COUNTY: NEWY

FILED:01/07/2016 DURATION:\*\*\*\*\* CASH#:160107000502 FILM #:160107000473

FILER:

EFFECT DATE

BLUMBERGEXCELSIOR CORPORATE  
SERVICES, INC.  
236 BROADWAY  
MENANDS, NY 12204

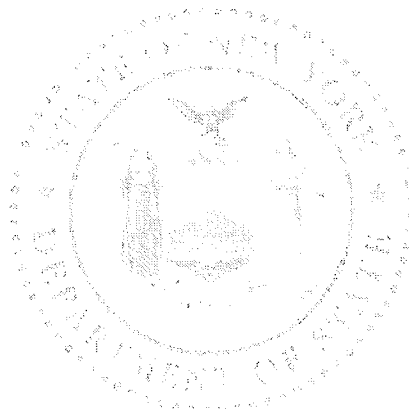
01/07/2016

ADDRESS FOR PROCESS:

THE LLC  
263 WEST 38TH STREET  
NEW YORK, NY 10018

STE 15E

REGISTERED AGENT:



CONSTITUENT NAME: GREGORYS COFFEE INC.

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES

SERVICE CODE: 39

FEEs	95.00
FILING	60.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	25.00

PAYMENTS	95.00
CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	95.00
OPAL	0.00
REFUND	0.00

DOS-1025 (04/2007)

TRADEMARK