

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401415

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900378222		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gale Street Inn Diamond Lake, Inc		08/19/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Gale Street Inn, LLC		
Street Address:	4849 N. Milwaukee Ave, Suite 302		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60630		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87063430	GALE STREET INN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	vfrantz@giplg.com		
Correspondent Name:	Vincent Frantz		
Address Line 1:	55 W. Monroe Street, Suite 3400		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Vincent Frantz		
SIGNATURE:	/s/Vincent Frantz		
DATE SIGNED:	10/10/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") is made as of August 13, 2016 by "Gale Street Inn Diamond Lake" Inc., an Illinois corporation ("**Assignor**"), in favor of and Gale Street Inn, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor owns the entire right, title and interest in and to the application for trademark registration filed with the United States Trademark Office described on Exhibit A attached hereto (the "**Trademark Application**");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest, in and to the Trademark Application as well as the "Transferred Marks" (defined below) together with all the goodwill of the business symbolized thereby according to the terms of this Assignment more particularly set forth below;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers, sells, and conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to (1) the Trademark Application and the Transferred Marks together with the goodwill of the business symbolized thereby, (2) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages, lost profits, and payments of any kind for past or future infringements or dilutions thereof, (3) the right to sue for past, present and future infringements or dilutions thereof as well as damages, injunctive relief, and any other remedies of any kind with respect thereto, (4) the goodwill of the business symbolized by and connected with the Transferred Marks and any of the foregoing, and (5) all of Assignor's rights corresponding to any of the foregoing throughout the world.

"**Transferred Marks**" means all trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, together with all renewals and extensions thereof, described on Exhibit A attached hereto.

Assignor represents and warrants to Assignee, its successors, legal representatives and assigns, that: (i) Assignor owns the entire right, title and interest in and to the Trademark Application and the Transferred Marks; (ii) Assignor has all corporate power and authority necessary to execute and deliver this Assignment, the execution and delivery of which has been duly and validly authorized; and (iii) execution and delivery of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any agreement to which Assignor is a party or provision of its Articles of Incorporation or Bylaws.

Assignor will do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of further instruments of assignment, oaths, declarations, and other documents on a country-by-country basis, to effectuate, record, or further perfect Assignee's title in and to further prosecution of the registration of the Trademark Application and the Transferred Marks. In furtherance thereof, Assignor irrevocably constitutes and appoints Assignee, with full power of substitution, to be its true and lawful attorney, and in

its name, place or stead, to execute, acknowledge, swear to and file, all instruments, conveyances, certificates, agreements and other documents, and to take any action which shall be necessary, appropriate or desirable to effectuate or record or perfect the transfer of or prosecution of the registration of the Trademark Application and the Transferred Marks. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the Transferred Marks are or may be registered or in which Trademark Application or other applications included among the Transferred Marks are pending, to record the title of Assignee, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Trademark Application and the Transferred Marks, and to issue to Assignee, its successors, legal representatives and assigns, all Registration Certificates for the Trademark Application and any of the Transferred Marks and any legal equivalent thereof that may be granted in any country or countries foreign to the United States and recordings of trademark rights resulting from any application included among the Transferred Marks, in accordance with the terms of this instrument.

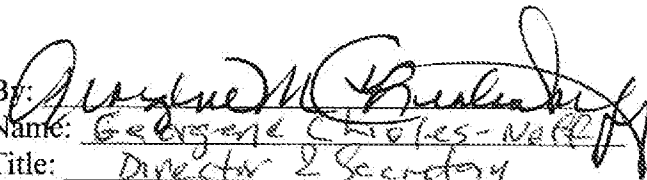
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any of the principles of conflicts of laws thereof that would result in the application of the laws of another jurisdiction to this Assignment.

This Assignment shall be binding on Assignor, its successors, assigns, and other legal representatives, and shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives.

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

ASSIGNOR:

"Gale Street Inn Diamond Lake" Inc.

By: 
Name: Georgene Chioles-Nally
Title: Director & Secretary

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

On August 19, 2016, before me personally appeared Georgios Chiokei-Nefti, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Secretary of "Gale Street Inn Diamond Lake" Inc., an Illinois corporation, who being by me duly sworn, did depose and say that he is the Secretary of said corporation; that said instrument was signed on behalf of said corporation as its duly authorized officer; and that he acknowledged said instrument to be the free act and deed of said corporation.

Murray J. Lewison
Notary Public
My commission expires: 2/4/18

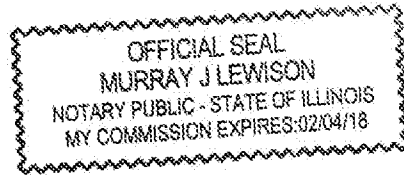


EXHIBIT A

Serial No.	Country	Title/Mark	Classes/Descriptions	File Date	Status	REG. No.	REG. Date
87063430	US	Gale Street Inn	International Class 043: Bar services; Restaurant services	6/7/16	Pending		

Common law marks:

GALE STREET INN