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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM431438

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rupari Food Services, Inc.		06/13/2017	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	CBQ, LLC			
Street Address:	50 West 175th Street			
City:	Homewood			
State/Country:	ILLINOIS			
Postal Code:	60430			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87352739	BUTCHER'S PRIME
Registration Number:	3950862	RUPARI
Registration Number:	3954371	RUPARI
Registration Number:	3824597	BUTCHER'S PRIME

CORRESPONDENCE DATA

Fax Number: 3125778994

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: 3129025200

Email: deborah.wing@kattenlaw.com

Correspondent Name: Deborah Wing c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	217555-68/Rupari TMs
NAME OF SUBMITTER:	Deborah A. Wing
SIGNATURE:	/DAW/
DATE SIGNED:	06/15/2017

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of this 13th day of June 2017, by Rupari Food Services, Inc., a Florida corporation ("**Assignor**"), having a principal place of business at 1208 West Newport Center Drive, Suite 100, Deerfield Beach, Florida 33442 to CBQ, LLC, a Delaware limited liability company (**Assignee**"), having a principal place of business at 950 West 175th Street, Homewood, Illinois, 60430.

WHEREAS, Assignor has adopted and used in its business the trademarks identified in <u>Schedule A</u> hereto (collectively the "**Trademarks**") and such registrations and registration applications therefor set forth in <u>Schedule A</u> (collectively, the "**Registrations/Registration Applications**"); and

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all rights, title, and interest in and to the Trademarks and the Registrations/Registration Applications therefor, together with all goodwill of the business connected with the use of and symbolized by the Trademarks and the right to prosecute and recover monetary damages for any and all past, present and future infringements and other violations of the Trademarks.

FURTHER, Assignor agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments as Assignee may reasonably request to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee all of Assignor's rights in and to the Trademarks and the Registrations/Registration Applications.

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first set forth above.

IN WITNESS WHEREOF Assignor and Assignee have executed this instrument as of the date

Sianaturo Paga ta Tradomark Accionment

My Commission Expires Nov 9, 2019

IN WITNESS WHEREOF Assignor and Assignee have executed this instrument as of the date first set forth above.

Notary's Signature:

STATE OF ILLINOIS

On this 12 day of JUNE , 2017 before me personally came DANNEL WYON, known to me and to me known as the same individual whose name is subscribed to the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free and voluntary act for the uses and purposes set forth.

OFFICIAL SEAL

Notary Public: My Commission Expires 317120

OFFICIAL SEAL

Notary Public: My Commission Expires 317120

Signature Page to Trademark Assignment

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$\underline{\textbf{SCHEDULE}\; \textbf{A}}$

Trademark Registrations/Applications

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
BUTCHER'S PRIME	US	87352739	2/28/2017	N/A	N/A
RUPARI	US	85117294	8/27/2010	3950862	4/26/2011
RUPARI and Design	US	85117349	8/27/2010	3954371	5/3/2011
BUTCHER'S PRIME and Design	US	77892322	12/13/2009	3824597	7/27/2010
RUPARI	Canada	1516583	2/24/2011	TMA824660	5/23/2012
RUPARI and Design	Canada	1516637	2/24/2011	TMA824663	5/23/2012
BUTCHER'S PRIME	Canada	N/A	N/A	N/A	N/A
SANDWICH STUFFERS	Mexico	1282881	6/14/2012	1432620	2/10/2014

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Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
RUPARI and Design	Mexico	1155148	2/15/2011	1222528	6/15/2011
RUPARI	Mexico	1155146	2/15/2011	1225973	7/4/2011
BUTCHER'S PRIME and Design	Russian Federation	2008703313	2/8/2008	377884	4/24/2009
RUPARI	EU	9742602	2/16/2011	9742602	6/27/2011
RUPARI and Design	EU	9742677	2/16/2011	9742677	6/27/2011
BUTCHER'S PRIME	Japan	2017- 028482	3/6/2017	N/A	N/A
BUTCHER'S PRIME	South Korea	40-2017- 0047416	4/13/2017	N/A	N/A

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RECORDED: 06/15/2017