

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.J. SILBERMAN & COMPANY, L.P.		11/20/2017	Limited Partnership: PENNSYLVANIA
GARY GLOECKL		11/20/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	EBY-BROWN COMPANY, LLC		
Street Address:	1415 W. Diehl Road, Suite 300N		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60653		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4340286	CARDS FOR CASH	
Serial Number:	87330149	SNACKS IN A SNAP	
Registration Number:	4387426	TRUE CONVENIENCE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	3123722000		
Email:	mweipdocket@mwe.com, Kklewis@mwe.com, kwalsh@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	444 W. Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Krista Kay Lewis		
SIGNATURE:	/Krista Kay Lewis/		
DATE SIGNED:	11/20/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of November 20, 2017.

WHEREAS, A.J. SILBERMAN & COMPANY, L.P., a Pennsylvania limited partnership (the "Company"), and GARY GLOECKL (together, the Company and Gary Gloeckl are referred to herein as the "Assignors" and each individually an "Assignor"), hold certain ownership interests in the trademarks set forth on Schedule A hereto as detailed therein, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, the Assignors have agreed to transfer all of their respective right, title and interest in and to the Marks to EBY-BROWN COMPANY, LLC, a Delaware limited liability company (the "Assignee"), and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Asset Purchase Agreement dated as of October 22, 2017, by and among the Assignors, the Assignee and the other parties thereto (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Assignors have agreed to transfer to the Assignee and certain of its affiliates, substantially all of the assets of the business to which the Marks relate, and that business is ongoing; and

WHEREAS, the parties hereto wish to herein memorialize said assignment, transfer and sale of each of the Assignors' right, title and interest in and to the Marks to the Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Each Assignor hereby sells, assigns, transfers, and conveys to the Assignee, its successors and assigns, all right, title and interest, in and to the Marks, together with (a) the goodwill of the business symbolized by them throughout the world, (b) that portion of the Company's business that is going and existing to which the Marks pertain, and (c) all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, if any, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Each Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) reasonably requested by the Assignee and to do such other acts as may be reasonably necessary or requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignors and the Assignee.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Company and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware.

6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

7. Each Assignor represents and warrants that, as of the date hereof, it or he, as the case may be, has no knowledge, information or belief that its use of the Marks has or will infringe or dilute the trademark rights of any third party in the United States or world-wide.

[Signature page follows]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.


ASSIGNORS:

A.J. SILBERMAN & COMPANY, L.P.

By: 

Name: Lisa Silberman

Title: President



Gary Gloeck

ASSIGNEE:

EBY-BROWN COMPANY, LLC

By: _____

Name: Richard Wake

Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006209 FRAME: 0980

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

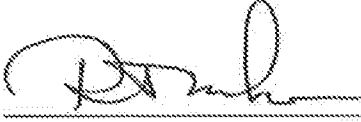
A.J. SILBERMAN & COMPANY, L.P.

By: _____
Name: Lisa Silberman
Title: President

Gary Gloeckl

ASSIGNEE:

EBY-BROWN COMPANY, LLC

By:  _____
Name: Richard Wake
Title: President

SCHEDULE A

Trademarks

Trademark	Status/Status Date	Full Goods/Services	Owner Information
<u>CARDS FOR CASH</u> RN: 4340286 SN: 85806927	Registered Supplemental Register May 21, 2013	(Int'l Class: 35) providing a buy-back program for retailer gift cards of others	Aj Silberman and Company, Mark S. Silberman and Gary Gloeckl, Both United States Citizens (PENNSYLVANIA PARTNERSHIP) 267 Blue Run Road Indianola, Pennsylvania 15051 United States of America
<u>SNACKS IN A SNAP</u> SN: 87330149	Allowed - Intent to Use Notice of Allowance Issued August 8, 2017	(Int'l Class: 30) snack mix consisting primarily of crackers, pretzels and/or popped popcorn; chocolate covered nuts; chocolates and chocolate based ready to eat candies and snacks; granola snacks; gummy candies; yogurt-covered nuts	A.J. Silberman and Company (PENNSYLVANIA LIMITED LIABILITY COMPANY) 267 Blue Run Road, Po Box 730 Indianola, Pennsylvania 15051 United States of America
<u>TRUE CONVENIENCE</u> RN: 4387426 SN: 85807103 Disclaimer: "CONVENIENCE"	Registered August 20, 2013	(Int'l Class: 35) retail store services featuring general consumer merchandise	Aj Silberman and Company, Mark Silberman, Usa; Gary Gloeckl, Usa (PENNSYLVANIA PARTNERSHIP) 267 Blue Run Road Indianola, Pennsylvania 15051 United States of America