

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Theodoros S Syregelas		12/31/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Good Times Holdings, LLC		
Street Address:	7388 E. Shea Blvd.		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4677655	BUTTERS PANCAKES & CAFÉ	
Registration Number:	4555832	WHERE BREAKFAST IS AN ALL DAY AFFAIR	
Registration Number:	4559660	BUTTERFIELD'S PANCAKE HOUSE & RESTAURANT	
Registration Number:	3870630	BUTTERS CAFE	
Serial Number:	85000335	JAMMIN JELLY CAFE	
Serial Number:	85410435	PRIMO'S ITALIAN BEEF	
Serial Number:	77477912	LIKE BUTTA, BABY	
Serial Number:	76658364	WHERE BREAKFAST IS AN ALL DAY AFFAIR	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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:	480-327-6650		
Email:	trademark@weissbrown.com		
Correspondent Name:	Rebecca Weisenberg		
Address Line 1:	6263 N Scottsdale Rd		
Address Line 2:	Ste 340		
Address Line 4:	Scottsdale, ARIZONA 85250		
ATTORNEY DOCKET NUMBER:	2645.0006		
NAME OF SUBMITTER:	Rebecca Weisenberg		

CH \$215.00 4677655

SIGNATURE:	/Rebecca Weisenberg/
DATE SIGNED:	01/03/2018
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is dated effective as of December 31, 2017, by and between THEODOROS S. SYREGELAS, an individual ("Assignor"), and GOOD TIMES HOLDINGS, LLC, an Arizona limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor owns certain common law and/or pending or registered trademarks specifically set forth on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, Assignor desires to assign and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, sells, transfers, and sets over to Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in, to, and under the Trademarks, including such other trademark, service mark, and trade names as may be owned by Assignor and used in connection with the Trademarks, any United States or foreign trademark application or registration directed to the Trademarks, and all trademark rights of the United States and foreign trademark rights that may be granted thereon, and all rights to claim priority on the basis of any such applications, convention rights and other benefits accruing or to accrue with respect to the filing of trademark applications or the issuance of United States or foreign trademark rights with respect thereto, together, in each case, with (a) the entire portion of the goodwill of the business connected with the use of and symbolized by the Trademarks, which business is ongoing and existing, including, but not limited to, the use of the Trademarks in any manner, (b) all reexaminations, extensions, renewals, substitutes, continuing applications and extensions thereof and (c) all rights derived therefrom in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue all trademarks to Assignee, its successors and assigns, in accordance with the terms of this Agreement.

3. Assignor hereby further covenants and agrees that Assignor, will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Trademarks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to

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perfect the title to the Trademarks in Assignee, its successors and assigns, execute all documents required, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Trademarks in the United States and any foreign country, it being understood that any expense incident to the taking of such actions and the execution of such papers shall be borne by Assignee, its successors and assigns.

4. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any goodwill or rights in or to the Trademarks. Assignor will take all reasonable action and execute all reasonable documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any assignment, agreement, or other instrument in conflict with this Agreement.

5 Assignor hereby further transfers and assigns to Assignee all claims, causes of action, rights, and remedies arising under any of the Trademarks prior to or after the effective date of this Agreement, including but not limited to the right to recover damages and profits for past and future infringements thereof.

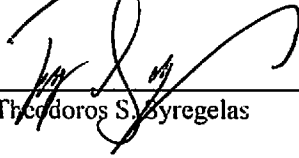
6 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement along with its Schedule, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement shall be governed by and construed in accordance with Federal law, but if Federal law does not provide a rule of decision it shall be governed by and construed in accordance with the law of the State of Arizona (excluding any conflict of laws rule or principle under Arizona law that might refer the governance or the construction of this Agreement to the law of another jurisdiction).

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IN WITNESS WHEREOF, each party has executed this Agreement by its duly authorized representative as of the date first written above.

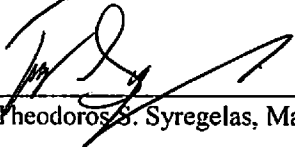
ASSIGNOR:



Theodoros S. Syregelas

ASSIGNEE:


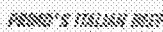
GOOD TIMES HOLDINGS, LLC

By: 

Theodoros S. Syregelas, Manager

SCHEDULE 1

1. Trademarks, service marks, logos, trade dress, trade names, and corporate names

Mark	Serial Number	Application Date	Status
	86173544	Jan. 23, 2014	Registered Apr. 15, 2014 Reg. No. 4677655
WHERE BREAKFAST IS AN ALL DAY AFFAIR	86117585	Nov. 13, 2013	Registered Jun. 24, 2014 Reg. No. 4555832
BUTTERFIELD'S PANCAKE HOUSE & RESTAURANT	86109229	Nov. 4, 2013	Registered Jul. 1, 2014 Reg. No. 4559660
BUTTERS CAFE	85008801	Apr. 7, 2010	Registered Nov. 2, 2010 Reg. No. 3870630
JAMMIN JELLY CAFE	85000335	Mar. 28, 2010	DEAD Cancelled Jun. 9, 2017
	85410435	Aug. 30, 2011	DEAD Abandoned Dec. 3, 2012
LIKE BUTTA, BABY	77477912	May 19, 2008	DEAD Abandoned Mar. 3, 2009
WHERE BREAKFAST IS AN ALL DAY AFFAIR	76658364	Apr. 13, 2006	DEAD Cancelled Dec. 6, 2013

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