

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507679

<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>
Vivian Smith		01/25/2019	INDIVIDUAL: UNITED STATES
John Eric Smith		01/25/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	J.E.S. Restaurant Equipment, Inc.		
<b>Street Address:</b>	2108 Highway 72		
<b>City:</b>	Greenwood		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29649		
<b>Entity Type:</b>	Corporation: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5048780	J.E.S. RESTAURANT EQUIPMENT, INC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	laura.o'brien@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Ave.		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	157397.00008		
<b>NAME OF SUBMITTER:</b>	Laura O'Brien		
<b>SIGNATURE:</b>	/Laura O'Brien/		
<b>DATE SIGNED:</b>	01/29/2019		
<b>Total Attachments: 4</b>			
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Equipment#page4.tif

**ASSIGNMENT OF RIGHTS IN A SERVICE MARK**

Assignors

Vivian Smith  
John Eric Smith

Principal Place of Business of Assignors

622 Sharon Church Road  
Abbeville, South Carolina 29620

Assignee

J.E.S. Restaurant Equipment, Inc.

Principal Place of Business of Assignee

2108 Highway 72  
Greenwood, South Carolina 29649

This is an Assignment of Rights in a Service Mark (the "Assignment").

WHEREAS, the Assignors are the sole and exclusive owners, by assignment, contract, agreement, course of conduct or otherwise, of the service mark set forth on Schedule A attached hereto and incorporated by reference herein and all rights thereto, whether federal, state or common law (hereinafter, the "Mark"), and all other intellectual property associated with the Mark, e.g., trade names, common law names, logos, rights thereto, etc. (hereinafter, the "Property"), together with the goodwill of the business symbolized thereby in connection with the goods and services with which the Mark and Property are being used and/or contemplated to be used (hereinafter, the "Products and Services"); and

WHEREAS, the Assignors desire to irrevocably convey, sell, transfer, assign, deliver, set over and contribute to the Assignee all of the Assignors' right, title and interest of whatever kind in, to and under the Mark and Property together with the goodwill of the business relating to the Mark and Property; and the Assignee desires to acquire all right, title and interest in and to the same;

NOW, THEREFORE, in consideration of the sum of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt of which from the Assignee is hereby acknowledged, the Assignors, do hereby irrevocably convey, sell, transfer, assign, deliver, set over and contribute unto the Assignee, its lawful successors, assigns and nominees, all of the Assignors' right, title and interest of whatever kind in, to and under the Mark and Property in the United States and all other countries, territories and possessions throughout the world, the same to be held and enjoyed by the Assignee, for its own use and enjoyment and that of its successors, assigns, nominees and other legal representatives, and in all countries and territories in which rights in the Mark and Property are granted or recognized as fully and entirely as the same would have been held and enjoyed by the Assignors, if this Assignment had not been made, including but not limited to (a) any trademark registrations (expired or otherwise), renewals and applications issuing from the Mark; (b) the goodwill of the business symbolized by the Mark and any registrations, renewals and applications therefore; (c) the goodwill of the business relating to the Products and Services in respect with which the Mark and Property are used and/or contemplated to be used; (d) all income, royalties, payments and damages hereafter due or payable to the Assignors with respect to the Mark and Property, including without limitation, royalties, damages and payments for past or future infringements, violations, misappropriations and breaches of the Mark and Property; and (e) all rights to sue and recover damages and royalties or obtain injunctive relief for past, present and future infringements, misappropriations, violations or breach of (i) the Mark and Property, (ii) the registrations and applications therefore, and/or (iii) any of the foregoing in subsections (a) through (d) hereof.

The Assignors hereby authorize and request any official of the United States or any other country or territory in the world, whose duty it is to issue registrations, certificates, certifications, legalizations, authorizations, etc., for the Mark and Property, to issue the same to and on behalf of the Assignee, its successors, assigns and nominees, in accordance with the terms of this Assignment.

## **EXECUTION VERSION**


The Assignors represent and warrant to the Assignee: (a) the Assignors have the right, power and authority to enter into and execute this Assignment; (b) the Assignors have not executed and will not execute any agreement in conflict with this Assignment; (c) the Assignors are the exclusive owners of all right, title and interest, including all intellectual property rights, in, to and under the Mark and Property; (d) the Mark and Property are free of any liens, security interests, encumbrances or licenses; (e) the Mark and Property do not infringe on the rights of any person or entity; (f) there are no claims, pending or threatened, with respect to the Mark and Property or the Assignors' rights in the Mark and Property; (g) the Assignors are not subject to any agreement, judgment or order inconsistent with the terms of this Assignment; and (h) this Assignment is valid, binding and enforceable in accordance with its terms. Assignors have delivered to the Assignee all documents, papers and other materials in his possession evidencing the use of the Mark by or on behalf of Assignors.

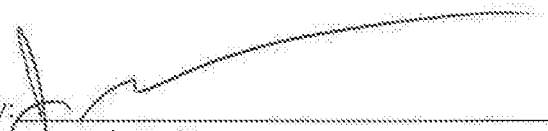
The Assignors will, without further consideration: (a) execute and deliver any and all papers, assignments and documents including original registration certificates, if available, that may be necessary or desirable to perfect the title to the Mark and Property in the Assignee, its successors, assigns and nominees, in the United States and all other countries, territories and possessions throughout the world; (b) communicate any facts known or reasonably available respecting the Mark and Property; (c) provide testimony for, or be joined in, any proceeding to obtain, maintain, renew, enforce and/or defend the Mark and Property; and (d) generally do everything reasonably necessary to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Mark and Property, it being understood that any expense incident to the same will be borne by the Assignors.

This Assignment shall be controlled by the laws of the State of Delaware without giving effect to its conflicts of laws principles.

Signature Page Follows

In Witness whereof, the Assignors have executed this Assignment on this 25th day of January 2019.

By:   
Vivian Smith

By:   
John Eric Smith

**ASSIGNMENT OF RIGHTS IN A SERVICE MARK**

**SCHEDULE A**

“J.E.S. Restaurant Equipment, INC” registration number 5,048,780.