

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM509021

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900481211		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Themistoklis Mourelatos		01/05/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spartan Investments LLC		
<b>Street Address:</b>	6430 Market Street		
<b>City:</b>	Upper Darby		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19082		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA LIMITED LIABILITY COMPANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4701288	A TASTE OF GREECE GREAT TASTE GREAT LIVI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2017672087		
<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>Phone:</b>	(201) 564-0590		
<b>Email:</b>	psh@paulhabermanlaw.com		
<b>Correspondent Name:</b>	Paul Stuart Haberman		
<b>Address Line 1:</b>	19 Engle Street		
<b>Address Line 4:</b>	Tenafly, NEW JERSEY 07670		
<b>NAME OF SUBMITTER:</b>	Paul Stuart Haberman		
<b>SIGNATURE:</b>	/s/		
<b>DATE SIGNED:</b>	02/06/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **Trademark Assignment Agreement** (the "Agreement") is entered into on this 4<sup>th</sup> day of January 2019 ("Effective Date") between **THEMISTOKLIS MOURELATOS**, an individual with an address at 29 Poplar Avenue, Oradell, New Jersey 07649 ("Assignor"), and **SPARTAN INVESTMENTS LLC**, a Pennsylvania limited liability company, with an address at 6430 Market St., Upper Darby, PA 19082 ("Assignee").

### RECITALS

**A.** Assignor is owner of the standard character mark "A TASTE OF GREECE GREAT TASTE GREAT LIVING", bearing Registration Number 4701288, registered with the United States Patent and Trademark Office on March 10, 2015 (the "Mark"); and

**B.** Assignor wishes to assign, and Assignee wishes to obtain, all ownership of and all associated rights to, the Mark, as further defined in the Scope of Assignment below.

**NOW, THEREFORE**, the parties agree as follows:

### 1. SCOPE OF ASSIGNMENT

**A.** Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the Mark, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to the Mark, (iii) any other trademark, service mark, trade name, or other source identifier that contains the terms "Taste of Greece", (iv) any registration or application for registration of any of the foregoing (including the registration set forth in Schedule A hereto), and (v) any goodwill associated with any of the foregoing.

**B.** It is agreed that Assignor will retain his registration for domain name [www.atasteofgreece.com](http://www.atasteofgreece.com) and all rights of use associated therewith (the "Domain Name"), as well as his Facebook and Instagram accounts for his restaurant bearing the "A Taste of Greece" name. Further, Assignor agrees to refrain from registering or using any other domain name incorporating the wording "Taste of Greece", or any similar wording, other than the Domain Name, throughout the Term of this Agreement. Further Assignor covenants that Assignor's use of the Domain Name, Facebook account, and Instagram account will comply with the terms of this Agreement.

## **2. TERM OF THE AGREEMENT**

This Agreement and the provisions hereof, shall be in full force and effect commencing on the date of execution below and indefinitely thereafter.

## **3. CONSIDERATION**

3.1 In consideration for the Assignment granted herein, Assignee shall pay Assignor the non-refundable amount of Twenty Two Thousand Five Hundred Dollars (\$22,500.00) upon signing of this Agreement. This amount shall constitute Assignor's entire consideration for the Assignment, and Assignor shall not be entitled to receive any other amount as compensation, royalties, or assignment/licensing fees.

3.2 Assignee shall further grant a limited, non-exclusive license to Assignor with respect to the use of the Mark exclusively in connection with Assignor's existing business located at 935 Kinderkamack Road, River Edge, NJ 07661, named "A Taste of Greece", operating as a Greek restaurant. Assignor will be entitled to use the Mark only in connection with this business and only in Bergen County, State of New Jersey, for an indefinite period of time, free from royalties or other fees, provided that Assignor complies with the terms hereof. Notwithstanding anything to the contrary stated herein, Assignee will have the right to use the Mark in the State of New Jersey for the purpose of marketing and/or advertising Assignee's business throughout the Term.

## **4. REPRESENTATIONS AND WARRANTIES**

Assignor represents and warrants that:

- a. Assignor is the exclusive owner of the Mark, is in a position to enter into the Assignment and is not aware of any license or other agreement which would prevent the valid execution of the Assignment between the parties;
- b. The Mark and its use throughout the U.S. does not and will not infringe other third party marks within the U.S.;
- c. The Assignment granted herein is valid and enforceable; to the extent that the Assignment granted herein is held to be invalid and/or unenforceable for any reason, Assignor shall promptly rectify any defect or execute a valid and enforceable Assignment with Assignee, with substantially the same terms herein provided;

- d. All maintenance charges have been paid and all maintenance formalities with respect to the Mark have been performed as of the date hereof;
- e. Assignor will cooperate with Assignee as required, after the date hereof, for the purpose of recording the Assignment with the USPTO; and
- f. There has not been and there are no current, pending or threatened claims, proceedings, or litigation against the Mark.

Assignee represents and warrants that:

- a. Assignee shall be responsible for all monitoring, maintenance and renewal procedures and associated fees regarding the Mark after the date hereof.

## **5. ASSIGNMENT OF MARK BY ASSIGNEE**

If Assignee ever decides to assign all rights to the Mark to any third party, Assignee shall inform the third party of the current Assignment Agreement and the rights it confers to Assignor. The acceptance by the third party of the continuation of the rights granted to Assignor under Section 3.2 of this Agreement shall be a condition precedent to such third party assignment.

## **6. SALE OF BUSINESS**

If, during the Term, Assignor sells his existing business described in Section 3.2 to any third party, Assignor will be entitled to sub-license Assignor's limited license rights under Section 3.2 to such third party, on the same terms and conditions of this Agreement, provided that Assignor notifies Assignee of the proposed sub-license and Assignee consents. Assignor will notify Assignee of the proposed sub-license at least sixty (60) days prior to the proposed sub-license date. Assignee shall be entitled to request information and documents for the purpose of approving the sub-license and Assignee might require that the sub-licensee enter into a written sub-license agreement with Assignor, with terms approved by Assignor. Notwithstanding any sub-license under this Section, this Agreement will remain in full force and effect and Assignor will still be bound by its terms. Any sub-license not in compliance with this Section will be void and will give rise to claims by Assignee.

## **7. RELATIONSHIP OF PARTIES**

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the Parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto.

## **8. DISPUTE RESOLUTION**

The rights and liabilities of the parties arising out of or relating to this agreement will be governed by the laws of the state of New York and any disputes between the parties will be submitted to binding arbitration in New York, NY, under the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award may be entered in any court of competent jurisdiction; provided, however, that either party may seek preliminary injunctive or other equitable relief in court pending arbitration to prevent irreparable harm. The prevailing party in any arbitration or litigation shall be entitled to recover all reasonable expenses thereof, including attorneys' fees in connection with such proceedings or any appeal thereof.

## **9. CONFIDENTIALITY, PRESS RELEASES, AND PUBLIC STATEMENTS**

Except as required by law, Assignee shall keep the terms of this Agreement confidential and shall not disclose such terms to any third party other than such of Assignee's attorneys and accountants who need to know such terms in the performance of their duties to Assignee. Each party will obtain the other party's prior written consent before making any press release, official public statement, or other announcement concerning this Agreement via any web logs, news groups, mailing lists, and similar communications media. Further, Parties agree that Assignor may state that he has no affiliation with Assignee if asked for public comment as to any events pertaining to Assignee's establishment.

## **10. INDEMNIFICATION**

**10.1. By Assignee.** Assignee shall defend, indemnify, and hold Assignor harmless from and against any liabilities, losses, claims, damages, costs, expenses, and settlement amounts (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with (a) any breach by Assignee of Assignee's obligations under this Agreement; or (b) any claim arising from Assignee's use of the Mark after the date hereof; provided and only to the extent that (a) the claim was not caused by Assignor's gross negligence or willful misconduct; (b) Assignor gives Assignee

timely written notice of any such claim so as not to prejudice its settlement or defense; and (c) Assignor gives Assignee the opportunity to assume sole control over and all necessary assistance with its settlement and defense. In any event, Assignee's total liability under this Agreement shall not exceed the amount paid for the Assignment under Clause 3.

**10.2. By Assignor.** Assignor shall defend, indemnify and hold harmless Assignee and its affiliates, directors, officers, employees and agents against any and all liability, claims, causes of action, suits, damages and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) any breach by Assignor of Assignor's obligations under this Agreement; (b) use of the Mark prior to the date hereof; or (c) any other act or omission of Assignor.

## **11. LIABILITY**

NEITHER ASSIGNOR NOR ASSIGNEE SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF REVENUE, LOSS OF PROFIT OR LOSS OF USE) EVEN IF THE OTHER PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

## **12. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of Assignor and Assignee and supersedes all prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.

## **13. SEVERABILITY**

Should any one or more provisions of this Agreement be determined to be illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective.

## **14. NOTICES**

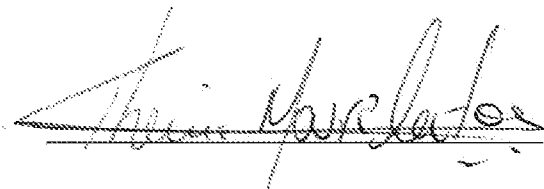
Notices, approvals, and consents under this Agreement shall be in writing and shall be delivered by mail, courier, fax, or email to the addresses set out on the first page of this Agreement. Notices given in the manner provided by this Clause will be considered effective two (2) days after deposit

in the mail, or the next business day if delivered by courier, fax, or email. The addresses to which notices are to be given may be changed from time to time by notice delivered as provided above.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

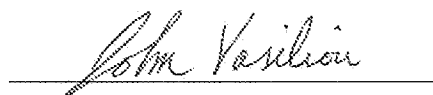
ASSIGNOR:

**THEMISTOKLIS MOURELATOS**

A handwritten signature in cursive script, appearing to read "Themistoklis Mourelatos", written over a horizontal line.

ASSIGNEE:

**SPARTAN INVESTMENTS LLC**

A handwritten signature in cursive script, appearing to read "John Vasiliou", written over a horizontal line.

By: John Vasiliou

Title: President