

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513183

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cafe Holdings Corp.		02/22/2019	Corporation: DELAWARE
Cafe Enterprises, Inc.		02/22/2019	Corporation: SOUTH CAROLINA
CE Sportz LLC		02/22/2019	Limited Liability Company: DELAWARE
CES Gastonia LLC		02/22/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ACM Fatz VII LLC
Street Address:	780 Third Avenue
Internal Address:	27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4468770	T24
Registration Number:	4502421	
Registration Number:	4481904	TABLEFIELDS. GREAT FOOD. LOCAL ROOTS.
Registration Number:	4491887	TABLEFIELDS MARKET KITCHEN
Registration Number:	4502420	TABLEFIELDS GREAT FOOD, LOCAL ROOTS
Registration Number:	4495561	TABLEFIELDS MARKET KITCHEN
Registration Number:	4502419	TABLEFIELDS
Registration Number:	4491764	TABLEFIELDS
Registration Number:	4370767	FATZ
Registration Number:	4348909	TAVERN 24
Registration Number:	4348908	TAVERN 24
Registration Number:	4341027	SHORT STACKS FOR BIG CHANGE
Registration Number:	5223378	T24

OP \$540.00 4468770

Property Type	Number	Word Mark
Registration Number:	5095634	FATZ EATZ & DRINKZ
Registration Number:	4602278	
Registration Number:	3217012	WORLD FAMOUS CALABASH CHICKEN
Registration Number:	3600823	WHERE EVERYONE'S A REGULAR.
Registration Number:	3600822	WHERE EVERYONE'S A REGULAR
Registration Number:	2764092	FATZ CAFE
Registration Number:	2764091	FATZ
Registration Number:	2362158	FATZ CAFE

CORRESPONDENCE DATA

Fax Number:

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.

Email: laura.o'brien@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 136129.00088

NAME OF SUBMITTER: Laura O'Brien

SIGNATURE: /Laura O'Brien/

DATE SIGNED: 03/07/2019

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

February 22, 2019

Effective as of the date set forth above, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cafe Holdings Corp., a Delaware corporation, Cafe Enterprises, Inc., a South Carolina corporation, CE Sportz LLC, a Delaware limited liability company, and CES Gastonia LLC, a Delaware limited liability company (collectively, the “Assignors”), pursuant to the terms of that certain Asset Purchase Agreement (the “Asset Purchase Agreement”), by and among the parties listed therein and dated as of the same date as this Assignment of Intellectual Property (this “Assignment”), hereby sells, transfers, assigns, releases, sets over, and quitclaims to ACM Fatz VII LLC, a Delaware limited liability company (“Assignee”), all such rights, title and interest Assignors have, in and to all of their Intellectual Property, including, but not limited to, all such Trademarks and other Intellectual Property set forth on Schedule 1 attached to this Assignment (the “Marks”), and any pending applications or registrations with regard to the foregoing, any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with all of Assignors’ rights in and to the goodwill of the Business in connection with which the Marks are used and which is symbolized by the Marks and the right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use of their respective successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made. Capitalized terms used in this Assignment, and not otherwise defined herein, shall have the meaning given to such term in the Asset Purchase Agreement.

Assignors agree to execute and deliver at the reasonable request of Assignee, any papers, instruments and assignments necessary or desirable to vest in Assignee all of Assignors’ rights, title and interest in and to the Marks, as well as the applications and registrations and any renewals or extensions of any applications and registrations for the Marks and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary.

Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights of the parties under, and the terms of, the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment. This Assignment shall be subject to the terms and conditions of the Asset Purchase Agreement.

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IN WITNESS WHEREOF, Assignors have executed this Assignment of Intellectual Property to be effective as of the date first set forth above.

ASSIGNORS:

CAFE HOLDINGS CORP.

By: 
Name: Eric Easton
Title: Chief Financial Officer

CAFE ENTERPRISES, INC.

By: 
Name: Eric Easton
Title: Chief Financial Officer

CE SPORTZ LLC

By: 
Name: Eric Easton
Title: Chief Financial Officer

CES GASTONIA LLC

By: 
Name: Eric Easton
Title: Chief Financial Officer

[Signature Page to Assignment of Intellectual Property]

STATE OF SOUTH CAROLINA

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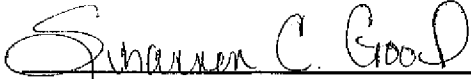
COUNTY OF Greenville

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On this 19th day of February, 2019, before me a notary public, the undersigned, personally appeared Eric Easton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


Notary Public

Shannon C. Good
Notary Public, South Carolina
My Commission Expires
December 8, 2021

[Notary Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 006584 FRAME: 0118

IN WITNESS WHEREOF, Assignee has executed this Assignment of Intellectual Property to be effective as of the date first set forth above.


ASSIGNEE:

ACM Fatz VII LLC

By: _____

Name:

Title:

 1/30
JIM F. BECK
ASSIGNED SIGNATURE



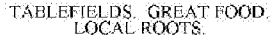



[Signature Page to Assignment of Intellectual Property]

Schedule 1

All Intellectual Property related to or used in connection with the Business, including, without limitation, the following Intellectual Property:

Marks:

U.S. Federal Registrations of Cafe Enterprises, Inc.

Mark	Registration No.	Owner	Type of Mark
T24 	4,468,770	Cafe Enterprises, Inc.	Service Mark
	4,502,421	Cafe Enterprises, Inc.	Service Mark
TABLEFIELDS. GREAT FOOD. LOCAL ROOTS. 	4,481,904	Cafe Enterprises, Inc.	Service Mark
TABLEFIELDS MARKET KITCHEN  TABLEFIELDS * MARKET KITCHEN *	4,491,887	Cafe Enterprises, Inc.	Service Mark
TABLEFIELDS GREAT FOOD, LOCAL ROOTS  TABLEFIELDS * GREAT FOOD, LOCAL ROOTS *	4,502,420	Cafe Enterprises, Inc.	Service Mark
TABLEFIELDS MARKET KITCHEN 	4,495,561	Cafe Enterprises, Inc.	Service Mark

Mark	Registration No.	Owner	Type of Mark
<p>TABLEFIELDS</p>  <p>TABLEFIELDS</p>	4,502,419	Cafe Enterprises, Inc.	Service Mark
<p>TABLEFIELDS</p> <p>TABLEFIELDS</p>	4,491,764	Cafe Enterprises, Inc.	Service Mark
<p>FATZ</p> 	4,370,767	Cafe Enterprises, Inc.	Service Mark
<p>TAVERN 24</p> 	4,348,909	Cafe Enterprises, Inc.	Service Mark
<p>TAVERN 24</p> <p>TAVERN 24</p>	4,348,908	Cafe Enterprises, Inc.	Service Mark
<p>SHORT STACKS FOR BIG CHANGE</p> <p>SHORT STACKS FOR BIG CHANGE</p>	4,341,027	Cafe Enterprises, Inc.	Service Mark
<p>T24</p> <p>T24</p>	5,223,378	Cafe Enterprises, Inc.	Service Mark
<p>FATZ EATZ & DRINKZ</p> 	5,095,634	Cafe Enterprises, Inc.	Service Mark
	4,602,278	Cafe Enterprises, Inc.	Trademark
<p>WORLD FAMOUS CALABASH CHICKEN</p>	3,217,012	Cafe Enterprises, Inc.	Trademark

Mark	Registration No.	Owner	Type of Mark
WORLD FAMOUS CALABASH CHICKEN			
WHERE EVERYONE'S A REGULAR. <i>WHERE Everyone's A REGULAR.</i>	3,600,823	Cafe Enterprises, Inc.	Service Mark
WHERE EVERYONE'S A REGULAR WHERE EVERYONE'S A REGULAR	3,600,822	Cafe Enterprises, Inc.	Service Mark
FATZ CAFE FATZ CAFE	2,764,092	Cafe Enterprises, Inc.	Service Mark
FATZ FATZ	2,764,091	Cafe Enterprises, Inc.	Service Mark
FATZ CAFE FATZ <u>c a f e</u>	2,362,158	Cafe Enterprises, Inc.	Service Mark

Websites:

1. Domain Name; <https://fatz.com>; Cafe Enterprises, Inc.
2. Domain Name; www.cafe-enterprises.com; Cafe Enterprises, Inc.
3. Domain Name; www.southernkitchencatering.com; Cafe Enterprises, Inc.
4. Domain Name; www.fatzsouthernkitchen.com; Cafe Enterprises, Inc.