

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chef & The Butcher LLC		04/05/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Chef & The Butcher, LLC		
Street Address:	20842 N. 102nd Street		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87334087	CHEF & THE BUTCHER	
Serial Number:	87772880	CHEF & THE BUTCHER BARBEQUE THAT'S A CUT	
CORRESPONDENCE DATA			
Fax Number:	5108341928		
<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:	510-834-6600		
Email:	tmdocket@wendel.com		
Correspondent Name:	Eugene M. Pak		
Address Line 1:	1111 Broadway, 24th Floor		
Address Line 2:	Wendel Rosen Black & Dean LLP		
Address Line 4:	Oakland, CALIFORNIA 94607		
ATTORNEY DOCKET NUMBER:	021667.7000		
NAME OF SUBMITTER:	Eugene M. Pak		
SIGNATURE:	/Eugene M. Pak/		
DATE SIGNED:	04/06/2019		
Total Attachments: 2			
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CH \$65.00 87334087

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into by and between **Chef & The Butcher LLC** ("Assignor") a California limited liability company with an address of 1290 Howard Avenue, Suite 311, Burlingame, California 94010, and **Chef & The Butcher, LLC** ("Assignee") a Delaware limited liability company with an address of 20842 N 102nd Street, Scottsdale, Arizona 85255. Assignor and Assignee may be referred to as a "Party" or together as the "Parties" herein.

Whereas Assignor is concurrently assigning the assets and interests of its business to Assignee, the successor in interest of Assignor's business;

Whereas both entities share common ownership;

Whereas Assignor is the owner of the trademarks CHEF & THE BUTCHER (USPTO Serial No. 87334087) and CHEF & THE BUTCHER BARBEQUE THAT'S A CUT ABOVE (USPTO Serial No. 87772880) including the applications and goodwill associated therewith, and entire business of Assignor (hereafter collectively the "CHEF & THE BUTCHER Marks");

Whereas Assignor wishes to assign the CHEF & THE BUTCHER Marks to Assignee and all right, title and interest in the CHEF & THE BUTCHER Marks including the applications, goodwill associated therewith, and Assignor's entire business, to Assignee;

Whereas, the Parties wish to confirm and record the assignment of the CHEF & THE BUTCHER Marks from Assignor to Assignee with the U.S. Patent & Trademark Office (USPTO);

Now, therefore, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby does sell, convey, transfer and assign, and confirms such sale, conveyance, transfer and assignment, to Assignee of any and all of Assignor's rights, title, and interest in and to the CHEF & THE BUTCHER Marks and the goodwill associated therewith and entire of Assignor. This assignment includes any and all of Assignor's applications to register the CHEF & THE BUTCHER Marks, and the right to sue and to bring any action or proceeding with respect to the CHEF & THE BUTCHER Marks including for any past, present, or future infringements and to recover damages, profits, fees and costs.

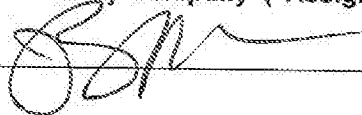
2. Assistance. Assignor agrees to execute and deliver at the request of Assignee, all documents, instruments, and papers, and to perform any other reasonable acts Assignee may require, in order to transfer, perfect, enforce, and vest all of Assignor's rights, title, and interest in and to the CHEF & THE BUTCHER Marks to Assignee.

3. General Provisions. The recitals in this Agreement are made part of the Agreement and incorporated herein. In the event that any provision of this Agreement shall be held illegal, unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the intent and economic effect of the illegal, unenforceable or invalid provision. The other provisions of the Agreement shall remain in full force and effect without being impaired or invalidated in any way. This Agreement shall be binding upon the Parties and their respective heirs, legal representatives, successors and permitted assigns. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of California, United States of America, including all matter of construction, validity, and performance. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized individuals to execute this Agreement as of the Effective Date.

CHEF & THE BUTCHER LLC, a California
Limited Liability Company ("Assignor"):

By: _____



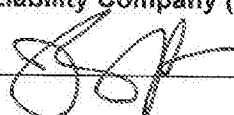
Name: Joshua John Stumpf

Title: Managing Member

Date: 4/5/19

CHEF & THE BUTCHER, LLC, a Delaware
Limited Liability Company ("Assignee"):

By: _____



Name: Joshua John Stumpf

Title: Managing Member

Date: 4/5/19