

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519077

<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>
JNK Holdings LLC		02/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Cuisine LLC		
<b>Street Address:</b>	121 Stonegate Road		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4787454	ENOLO WINE CAFÉ	
<b>Registration Number:</b>	4778890	MARIGOLD MAISON INDIAN CUISINE	
<b>Registration Number:</b>	4967876	MARIGOLD MAISON	
<b>Registration Number:</b>	4916736	ROKA BAR	
<b>Registration Number:</b>	3606955	ROKA AKOR	
<b>Registration Number:</b>	3606944	ROKA AKOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina		
<b>Address Line 1:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	04/15/2019		

CH \$165.00 4787454

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is effective as of February 28, 2019 (the "Effective Date"), by and between JNK Holdings LLC, a Delaware limited liability company ("Assignor"), and International Cuisine LLC, a Delaware limited liability company ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignor and Assignee are both parties to those certain Sale Agreements dated August 1, 2018, and February 28, 2019 (collectively, the "Sale Agreements"), pursuant to which Assignor agrees to sell and Assignee agrees to purchase all of Assignor's interests in certain restaurants, including but not limited to the Intellectual Property (as defined herein) associated with and used in the Roka Akor, Marigold Maison, and Enolo Wine Cafe restaurants (collectively, the "Restaurants");

WHEREAS, as between the Parties, Assignor owns all right, title and interest in and to the intellectual property used in connection with the Restaurants, including but not limited to (a) the trademarks, service marks, logos, slogans, trade names (including social media corporate identifiers), domain names, other source or business identifiers (and all translations, adaptations, derivations and combinations of the foregoing), together with all of the goodwill of the business associated with each of the foregoing (together, the "Trademarks"), including but not limited to the marks listed on Schedule A; and (b) all original works of authorship, trade dress, concepts, recipes, menu designs, website content, copyrightable works, and trade secrets (collectively, the "Other Intellectual Property") associated with and used in the Restaurants, including but not limited to the items listed on Schedule B;

WHEREAS, Assignor agrees to assign all of its right, title and interest in and to the Trademarks and Other Intellectual Property (collectively, the "Intellectual Property") to Assignee, and Assignee agrees to accept such assignment; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to set forth their understanding with respect to the transfer of the Intellectual Property.

NOW, THEREFORE, in consideration of the payment set forth in the Sale Agreements, the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. ASSIGNMENT OF INTELLECTUAL PROPERTY.**

Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in, to and under the Intellectual Property, together with the goodwill of the business symbolized by said Intellectual Property, and any applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Intellectual Property in the sole name of Assignee, its successors and assigns. For clarity, this assignment of Intellectual Property includes but is not limited to: (a) all copyrights, author's rights, and other intellectual property rights embodied in and/or associated with any copyrightable works, including any enhancements, arrangements of and modifications to such works; (b) the right to prepare,

modify, reproduce, distribute, sell, license, or transfer the Intellectual Property, any compilations including the Intellectual Property, and derivative works based on the Intellectual Property, including but not limited to, any and all original works of authorship fixed in any tangible medium (whether it be print, paper, electronic, digital, computer-generated, embodied on or within physical products, or otherwise) based on the Intellectual Property; (c) all Intellectual Property licenses and interests of every kind and nature; (d) the right to secure registrations for the Intellectual Property not already registered; (e) the right to assign or license the Intellectual Property; (f) all incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from use or exploitation of the Intellectual Property; and (g) all rights to claims, causes of action or remedies related thereto, all causes of action heretofore accrued in the Assignor's favor for past, present, and future infringement of the Intellectual Property, and the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

## 2. FURTHER ASSURANCES.

Assignor agrees to provide and/or execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Intellectual Property in Assignee, or that may be necessary to obtain, renew, issue or enforce the Intellectual Property. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its managers, officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

## 3. LICENSE AGREEMENT.

The License Agreement between the Parties, effective August 1, 2018 (the "License Agreement"), shall terminate as of the Effective Date of this Assignment. Notwithstanding anything therein to the contrary, no provision in the License Agreement shall survive termination, including Assignor's obligations under Sections 2 and 3 thereof.

## 4. MISCELLANEOUS.

4.1 Parties in Interest. All of the terms of this Assignment and the rights and obligations conferred hereunder shall be binding upon, shall inure to the benefit of and shall be enforceable by, the respective legal representatives, successors and assigns of the Parties.

4.2 Entire Agreement. This Assignment contains the entire understanding between the Parties and supersedes all other agreements and understandings between them with respect to the subject matter hereof, including, without limitation, the License Agreement.

4.3 Amendment. This Assignment may not be amended without the prior written consent of both Parties.

4.4 Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of any provision hereof.

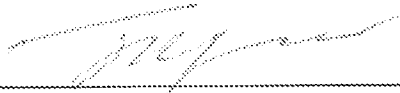
4.5 Counterparts. This Assignment may be executed in multiple counterparts, which taken together shall constitute one and the same instrument.

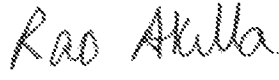
4.6 Governing Law. This Assignment shall be governed by the internal laws of the State of Delaware without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the Effective Date.

**JNK Holdings LLC**

**International Cuisine LLC**

By: 

By: 

Name: John N. Kapoor

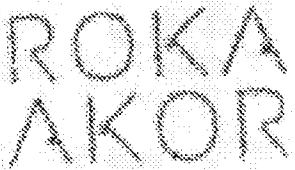

Name: Rao Akella

Title: President

Title: Manager

**SCHEDULE A**

**TRADEMARKS**

Mark	U.S. Registration No.
ENOLO WINE CAFÉ	4787454
MARIGOLD MAISON INDIAN CUISINE	4778890
MARIGOLD MAISON	4967876
ROKA BAR	4916736
	3606955
ROKA AKOR	3606944
	n/a

## SCHEDULE B

### OTHER INTELLECTUAL PROPERTY

#### Food

- Recipes
- Names of signature menu items (including food and drinks)
- Special ingredients (secret spices, sauces, etc./other recipe-related trade secrets)

#### Look and Feel

- Layout of restaurant
- Wall decor/other art
- Table decor
- Fabric patterns (tablecloth, napkins, window treatments)
- Place settings (dishes, cutlery, etc.)
- Music
- Menu design/layout
- Color scheme

#### Other

- Restaurant name and logo stylizations not covered by Trademarks
- Slogans associated with restaurant
- Waitstaff/kitchen uniform design
- Website content
- Advertising/Marketing materials
- Employee handbooks, guidelines