

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546488

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900509068

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Latin Valley 2130, LLC		07/11/2018	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	3BM1 Restaurant Management, LLC
<b>Street Address:</b>	990 Spring Garden Street
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19123
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	3BM1 Catering, LLC
<b>Street Address:</b>	990 Spring Garden St.
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19123
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA
<b>Name:</b>	3BM1 IP, LLC
<b>Street Address:</b>	990 Spring Garden St.
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19123
<b>Entity Type:</b>	Corporation: PENNSYLVANIA
<b>Name:</b>	3BM1 Olde Bar, LLC
<b>Street Address:</b>	990 Spring Garden
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19123
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA
<b>Name:</b>	3BM1 LQ, LLC
<b>Street Address:</b>	990 Spring Garden
<b>City:</b>	Philadelphia

TRADEMARK

State/Country:	PENNSYLVANIA
Postal Code:	19123
Entity Type:	Limited Liability Company: PENNSYLVANIA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	85273133	DISTRITO
Serial Number:	87020748	24 WOOD FIRED FARE
Serial Number:	85266422	AMADA
Serial Number:	86580076	BUENA ONDA
Serial Number:	85653347	CHIFA
Serial Number:	85690606	GARCES CATERING
Serial Number:	86791675	GARCES FOUNDATION
Serial Number:	85690642	GARCES GROUP
Serial Number:	85808157	GARCES TRADING CO.
Serial Number:	86214220	LUNA FARM
Serial Number:	87287953	OKATSHE
Serial Number:	87127064	ORTZI
Serial Number:	86058094	ROSA BLANCA
Serial Number:	86206170	RURAL SOCIETY
Serial Number:	86579352	THE OLDE BAR
Serial Number:	77449798	TINTO
Serial Number:	77793471	VILLAGE WHISKEY
Serial Number:	86206142	VOLVER
Serial Number:	85949239	YUBOKA

**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.*

**Phone:** 9857925776

**Email:** melissa.debarbieris@garcesgroup.com

**Correspondent Name:** Melissa DeBarbieris

**Address Line 1:** 990 Spring Garden Street

**Address Line 2:** Suite 600

**Address Line 4:** Philadelphia, PENNSYLVANIA 19123

<b>NAME OF SUBMITTER:</b>	Melissa DeBarbieris
<b>SIGNATURE:</b>	/s/ Melissa DeBarbieris
<b>DATE SIGNED:</b>	10/24/2019

**Total Attachments: 9**

source=Assignment of Intellectual Property (01441586x9E3AD)-3#page1.tif  
source=Assignment of Intellectual Property (01441586x9E3AD)-3#page2.tif  
source=Assignment of Intellectual Property (01441586x9E3AD)-3#page3.tif  
source=Assignment of Intellectual Property (01441586x9E3AD)-3#page4.tif  
source=Assignment of Intellectual Property (01441586x9E3AD)-3#page5.tif  
source=Assignment of Intellectual Property (01441586x9E3AD)-3#page6.tif  
source=Assignment of Intellectual Property (01441586x9E3AD)-3#page7.tif  
source=Assignment of Intellectual Property (01441586x9E3AD)-3#page8.tif  
source=Assignment of Intellectual Property (01441586x9E3AD)-3#page9.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**IP Assignment**"), of July 11<sup>th</sup>, 2018, by and between 3BML, LLC, a Delaware limited liability company ("**Buyer**"), each Assignee (as defined below), and each Assignor listed on the signature pages hereto (each, an "**Assignor**" and, together, the "**Assignors**").

### WITNESSETH:

WHEREAS, on the date hereof, Buyer is purchasing substantially all of the assets of Assignors pursuant to an Asset Purchase Agreement dated June 1, 2018 and effective as of May 9, 2018 (as heretofore amended, including by the Bidding Procedures Order [Case No. 18-19054; Docket No. 236], the Sale Order [Case No. 18-19054; Docket No. 406] and all schedules and exhibits affixed thereto, "**Purchase Agreement**", with capitalized terms used herein without definition having the meanings set forth therein), by and between Buyer and Assignors, in a free and clear bankruptcy sale in the following matter: In Re: Garces Restaurant Group, Inc., d/b/a Garces Group, et al., Debtors, United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**"), Case No.: 18-19054 (JNP); and

WHEREAS, pursuant to and in accordance with the Purchase Agreement, Assignors hereby desire to assign and transfer to Buyer's affiliated designees (each, in such capacity, an "**Assignee**"), and each Assignee hereby desires to acquire, all of Assignor's right, title and interest in and to the applicable Intellectual Property as set forth in greater detail on Schedule A hereto, including without limitation the United States registrations and applications for the registration of each applicable Trademark as set forth in greater detail on the attached Schedule B (the "**Registrations**"); and

WHEREAS, on or prior to the date hereof, the Bankruptcy Court has entered an order (the "**Sale Order**") approving the transactions contemplated by the Purchase Agreement, including the assignment to Assignees of the Intellectual Property and the Registrations free and clear of all Liens.

NOW, THEREFORE, in consideration of the sale of the Intellectual Property and the Registrations and in accordance with the terms of the Purchase Agreement, Assignors and Assignees, intending to be legally bound, agree as follows:

1. Each Assignor hereby irrevocably assigns, transfers, sells and conveys to the applicable Assignees any and all of Assignor's right, title and interest in and to the Intellectual Property and the Registrations throughout the world, together with the goodwill of the business with which the Intellectual Property and the Registrations have been and are currently being used and all rights to damages or profits arising out of infringement of such Intellectual Property and Registrations or injury to any goodwill associated with the Intellectual Property or the Registrations, and the right to sue for, recover and retain the damages or profits in the applicable Assignee's own name.

2. Each Assignor will, at Assignee's cost, do, execute, acknowledge and deliver all and every such further act, deed, conveyance, assignment, notice of assignment, transfer and

assurance as Assignees may from time to time reasonably request to carry out the intention or facilitate the performance of the terms of this IP Assignment. Without limiting the foregoing, each Assignor will execute general and specific confirmatory assignments and other supplementary documents as Assignees may from time to time reasonably request to effectuate the recording of the same with the U.S. Patent and Trademark Office or other government authority or any domain name registration body.

3. Concurrently with the execution of this IP Assignment, Assignors will deliver to Assignees all materials, information and documentation relating to, and all tangible embodiments of, the Intellectual Property and the Registrations in the possession, custody or control of Assignors.

4. This IP Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement and nothing contained in this IP Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This IP Assignment may be executed by the parties in counterparts, in which event the signature pages thereof will be combined in order to constitute a single original document. Facsimile or PDF signatures on this Assignment shall be deemed to be original signatures.

6. This IP Assignment is and will be binding upon and inure to the benefit of Assignors, Assignees and their respective successors and assigns.

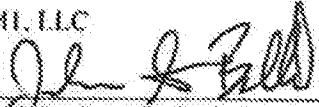
7. If any term or provision of this IP Assignment is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such invalidity, illegality or unenforceability will not affect the other terms or provisions hereof or the whole of this IP Assignment, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision valid, legal and enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.


*[remainder of page intentionally left blank -- signature page to follow]*

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be duly executed as of the date set forth above.

**BUYER:**

3BMI, LLC


  
By: John Scott Ballard  
Title: Co-Manager

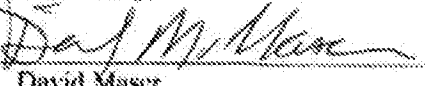
  
By: David Maser  
Title: Co-Manager

**ASSIGNEES:**

3BMI AMADA, LLC  
3BMI CATERING, LLC  
3BMI IP, LLC  
3BMI JGD, LLC  
3BMI LICENSING, LLC  
3BMI LQ, LLC  
3BMI MANAGEMENT SERVICES, LLC  
3BMI OLDE BAR, LLC  
3BMI RESTAURANT MANAGEMENT, LLC

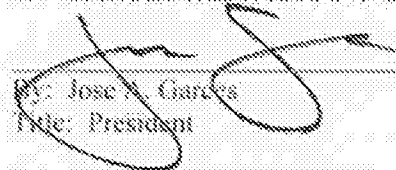
By: 3BMI, LLC, as sole Member

  
By: John Scott Ballard  
Title: Co-Manager

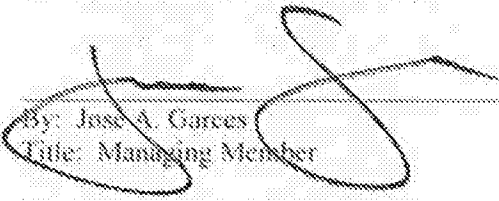
  
By: David Maser  
Title: Co-Manager

ASSIGNORS:

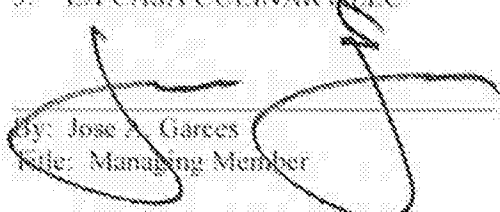
1. GARCES RESTAURANT GROUP, INC.

  
By: Jose A. Garces  
Title: President

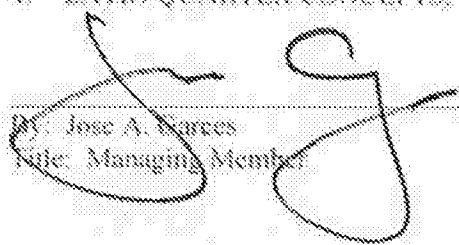
2. GARCES CATERING 300, LLC

  
By: Jose A. Garces  
Title: Managing Member

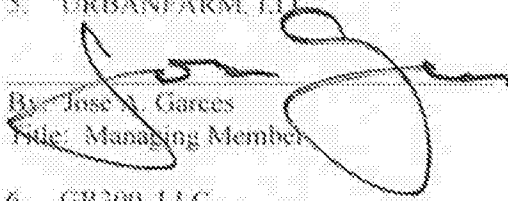
3. LA CASA CULINARY, LLC

  
By: Jose A. Garces  
Title: Managing Member

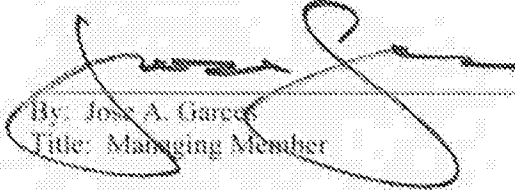
4. LATIN QUARTER CONCEPTS, LLC

  
By: Jose A. Garces  
Title: Managing Member

5. URBANFARM, LLC

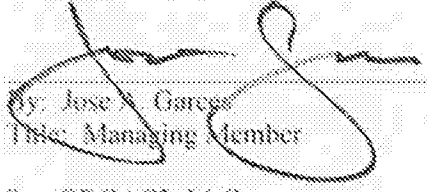
  
By: Jose A. Garces  
Title: Managing Member

6. GR300, LLC

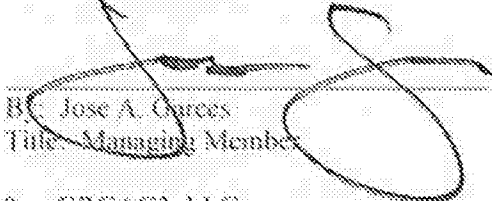
  
By: Jose A. Garces  
Title: Managing Member

[Signature Page to R Assignment]

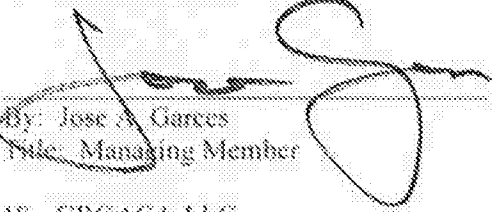
7. GRGAC1, LLC

  
By: Jose A. Garces  
Title: Managing Member

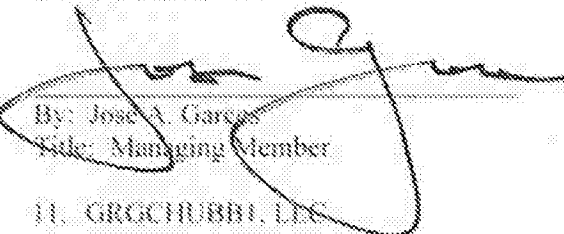
8. GRGAC2, LLC

  
By: Jose A. Garces  
Title: Managing Member

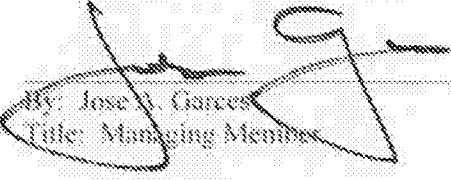
9. GRGAC3, LLC

  
By: Jose A. Garces  
Title: Managing Member

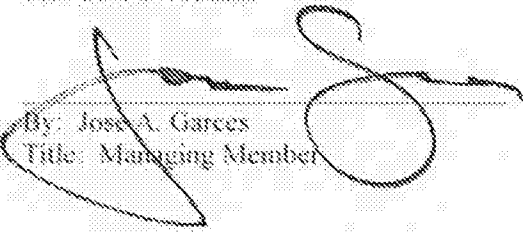
10. GRGAC4, LLC

  
By: Jose A. Garces  
Title: Managing Member

11. GRGCHUBBI, LLC

  
By: Jose A. Garces  
Title: Managing Member

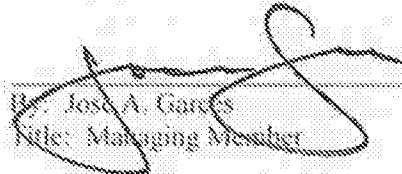
12. GRG2401, LLC

  
By: Jose A. Garces  
Title: Managing Member

[Signature Page to IP Assignment]



13. GRGNY2, LLC

  
By: Jose A. Garces  
Title: Managing Member

14. LATIN VALLEY 2130, LLC

  
By: Jose A. Garces  
Title: Managing Member

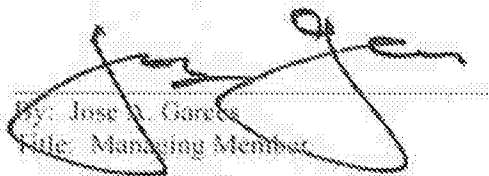
15. GRGWILDWOOD, LLC

  
By: Jose A. Garces  
Title: Managing Member

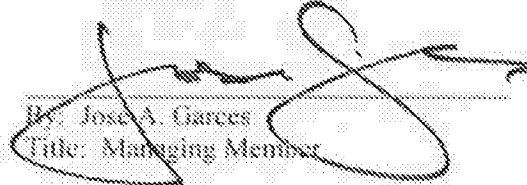
16. GRGKCI, LLC

  
By: Jose A. Garces  
Title: Sole Member

17. GRGAC5, LLC

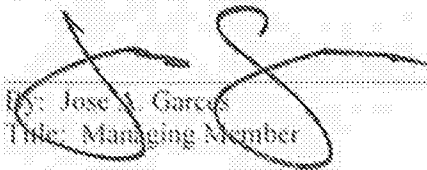
  
By: Jose A. Garces  
Title: Managing Member

18. GRGBookies, LLC

  
By: Jose A. Garces  
Title: Managing Member

[Signatures Page to IP Assignment]

19. ORGDC2, LLC



By: Jose A. Garcia  
Title: Managing Member

[Signature Page to TR Assignment]

## SCHEDULE A

### Buyer's Designated Assignees

Seller	Assignee
Garces Catering 300, LLC	3BM1 Catering, LLC
Garces Restaurant Group, Inc.	3BM1 IP, LLC
GR300, LLC	3BM1 Catering, LLC
GRG2401, LLC	3BM1 Management Services, LLC
GRGAC1, LLC	3BM1 Restaurant Management, LLC
GRGAC2, LLC	3BM1 Restaurant Management, LLC
GRGAC3, LLC	3BM1 Restaurant Management, LLC
GRGAC4, LLC	3BM1 Restaurant Management, LLC
GRGAC5, LLC	3BM1 Restaurant Management, LLC
GRGBOOKIES, LLC	3BM1 Olde Bar, LLC
GRGCHUBB1, LLC	3BM1 Restaurant Management, LLC
GRGDC2, LLC	3BM1 Restaurant Management, LLC
GRGKC1, LLC	3BM1 Restaurant Management, LLC
GRGNY2, LLC	3BM1 Restaurant Management, LLC
GRGWILDWOOD, LLC	3BM1 Restaurant Management, LLC
La Casa Culinary LLC	3BM1 IP, LLC
Latin Quarter Concepts, LLC	3BM1 LQ, LLC
Latin Valley 2130, LLC	3BM1 IP, LLC
Urbanfarm, LLC	3BM1 JGD, LLC

**SCHEDULE B**

**Trademark Registrations**

<b>Registrant</b>	<b>Assignee</b>	<b>Type</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Registration No.</b>	<b>Registration Date</b>
Latin Valley 2130, LLC	3BM1 Restaurant Management, LLC	Character Mark	Okatshe	87287953	5419460	3/6/2018
Latin Valley 2130, LLC	3BM1 Restaurant Management, LLC	Character Mark	Ortzi	87127064	5413723	2/27/2018
Latin Valley 2130, LLC	3BM1 Restaurant Management, LLC	Character Mark	24 Wood Fired Fare	87020748	5157936	3/7/2017
Latin Valley 2130, LLC	3BM1 Catering, LLC	Character Mark	Volver	86206142	5146977	2/21/2017
Latin Valley 2130, LLC	3BM1 IP, LLC	Character Mark	Garces Foundation	86791675	5139095	2/7/2017
Latin Valley 2130, LLC	3BM1 Restaurant Management, LLC	Design plus words	Buena Onda	86580076	5024978	8/23/2016
Latin Valley 2130, LLC	3BM1 IP, LLC	Character Mark	Luna Farm	86214220	5003798	7/19/2016
Latin Valley 2130, LLC	3BM1 Olde Bar, LLC	Character Mark	The Olde Bar	86579352	4845578	11/3/2015
Latin Valley 2130, LLC	3BM1 IP, LLC	Character Mark	Rural Society	86206170	4638567	11/11/2014
Latin Valley 2130, LLC	3BM1 IP, LLC	Character Mark	Rosa Blanca	86058094	4594334	8/26/2014
Latin Valley 2130, LLC	3BM1 Restaurant Management, LLC	Character Mark	Yubōka	85949239	4477475	2/14/2014
Latin Valley 2130, LLC	3BM1 Restaurant Management, LLC	Character Mark	Garces Trading Co.	85808157	4379766	8/6/2013
Latin Valley 2130, LLC	3BM1 IP, LLC	Character Mark	Garces Group	85690642	4382588	8/13/2013
Latin Valley 2130, LLC	3BM1 Catering, LLC	Character Mark	Garces Catering	85690606	4382587	8/13/2013
Latin Valley 2130, LLC	3BM1 IP, LLC	Design plus words	CHIFA	85653347	4390576	8/27/2013
Latin Valley 2130, LLC	3BM1 Restaurant Management, LLC	Character Mark	Distrito	85273133	4303509	3/19/2013
Latin Valley 2130, LLC	3BM1 Restaurant Management, LLC	Character Mark	Garces Trading Co.	85273117	4052450	11/8/2011
Latin Valley 2130, LLC	3BM1 IP, LLC	Character Mark	Amada	85266422	4336946	5/21/2013
Latin Valley 2130, LLC	3BM1 LQ, LLC	Character Mark	Village Whiskey	77793471	4158158	6/12/2012
Latin Valley 2130, LLC	3BM1 LQ, LLC	Design plus words	Tinto	77449798	3536793	11/25/2008