

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM554710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jersey Mike's Franchise Systems, Inc.		12/23/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	A Sub Above, LLC		
Street Address:	2251 Landmark Place, Building B		
City:	Manasquan		
State/Country:	NEW JERSEY		
Postal Code:	08736		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5608015	A PERFORMANCE ABOVE	
Registration Number:	5286534	A SUB ABOVE	
Registration Number:	4766065	A SUB ABOVE	
Registration Number:	5613745	BE A SUB ABOVE	
Registration Number:	1993656	JERSEY MIKE'S	
Registration Number:	5433494	JERSEY MIKE'S DAY OF GIVING	
Registration Number:	3893354	JERSEY MIKE'S SUBS	
Registration Number:	3142020	JERSEY MIKE'S SUBS SINCE 1956	
Registration Number:	5718119	JERSEY MIKE'S SURF	
Registration Number:	4042034	MIKE'S WAY	
Registration Number:	5908610	MYMIKES	
Registration Number:	5580610	SHORE POINTS	
Registration Number:	4298281	SUB IN A TUB	
Registration Number:	5612815	SUBTECH	
Serial Number:	88587514	SUMMER OF SUBS	
Serial Number:	88696141	THE JUICE	
CORRESPONDENCE DATA			
Fax Number:			

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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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1185992-0002-BC15
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NAME OF SUBMITTER:	Peter Giovine
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SIGNATURE:	/Peter Giovine/
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DATE SIGNED:	12/23/2019
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Total Attachments: 3

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U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT (“Assignment”), effective as of the 23rd day of December, 2019 is made and entered into by and between Jersey Mike’s Franchise Systems, Inc. (“Assignor”) and A Sub Above, LLC (“Assignee”). Assignor and Assignee are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignor is the record owner of the United States trademark registrations and trademark applications identified in the attached Schedule A (the “Trademarks”);

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor’s entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor’s respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

JERSEY MIKE'S FRANCHISE SYSTEMS, INC.,
a New Jersey corporation

By: 
Name: Peter Cancro
Title: Chief Executive Officer

ASSIGNEE:

A SUB ABOVE, LLC,
a Delaware limited liability company

By: 
Name: Peter Cancro
Title: Chief Executive Officer

Signature Page to Trademark Assignment

Schedule A

Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
A PERFORMANCE ABOVE	87/518465	06-Jul-2017	5608015	13-Nov-2018
A SUB ABOVE	86/137316	06-Dec-2013	5286534	12-Sep-2017
A SUB ABOVE	86/976253	06-Dec-2013	4766065	30-Jun-2015
BE A SUB ABOVE	87/976839	06-Sep-2017	5613745	20-Nov-2018
JERSEY MIKE'S	75/002269	06-Oct-1995	1993656	13-Aug-1996
JERSEY MIKE'S DAY OF GIVING	87/598385	06-Sep-2017	5433494	27-Mar-2018
JERSEY MIKE'S SUBS 	85/027745	30-Apr-2010	3893354	21-Dec-2010
JERSEY MIKE'S SUBS SINCE 1956 	78/733456	14-Oct-2005	3142020	12-Sep-2006
JERSEY MIKE'S SURF 	87/004350	18-Apr-2016	5718119	02-Apr-2019
MIKE'S WAY	85/276018	24-Mar-2011	4042034	18-Oct-2011
MYMIKES	87/451917	16-May-2017	5908610	12-Nov-2019
SHORE POINTS	87/826412	08-Mar-2018	5580610	09-Oct-2018
SUB IN A TUB	85/702750	14-Aug-2012	4298281	05-Mar-2013
SUBTECH	87/451995	16-May-2017	5612815	20-Nov-2018
SUMMER OF SUBS	88/587514	21-Aug-2019		
The Juice	88/696141	18-Nov-2019		