

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BS TRADEMARK		01/03/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Best Brands, LLC		
Street Address:	28381 Davis Parkway, Suite 701		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5314918	BEEF SHACK	
CORRESPONDENCE DATA			
Fax Number:	6302211755		
<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:	6302211755		
Email:	jkeavy@huckbouma.com		
Correspondent Name:	Joe Keavy		
Address Line 1:	1755 South Naperville Road		
Address Line 2:	Suite 200		
Address Line 4:	Wheaton, ILLINOIS 60189		
NAME OF SUBMITTER:	Joseph E. Keavy		
SIGNATURE:	/Joseph E. Keavy/		
DATE SIGNED:	01/06/2020		
Total Attachments: 5			
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OP \$40.00 5314918

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BS TRADEMARK

- Individual(s)
- Partnership
- Corporation- State: Illinois
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 3, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Best Brands, LLC

Street Address: 28381 Davis Parkway, Suite 701

City: Warrenville

State: Illinois

Country: United States Zip: 60555

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

N/A.

B. Trademark Registration No.(s)

5,314,918

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mark: BEEF SHACK; US Serial Number: 87174046; Register: Principal; Mark Type: Trademark, Service Mark.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Huck Bouma; Attn: Joe Keavy

Internal Address: _____

Street Address: 1755 South Naperville Road, Suite 200

City: Wheaton

State: Illinois Zip: 60189

Phone Number: 630 221-1755

Docket Number: 40347-

Email Address: keavy@huckbouma.com

9. Signature: _____

Signature

Darlene Bobb (f/k/a Darlene Douvris)

Name of Person Signing

6. Total number of applications and registrations involved:

One (1)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

January 3, 2020

Date

Total number of pages including cover sheet, attachments, and document: **5**

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is entered into as of January 3, 2020 (the “**Effective Date**”), by and between BS Trademark Corporation, an Illinois corporation, a/k/a BS Trademark (“**Assignor**”) and Best Brands, LLC, an Illinois limited liability company (“**Assignee**”).

WHEREAS, the Assignor and Assignee are parties to that certain Settlement Agreement and Mutual Release (the “**Agreement**”) pursuant to which Assignor has agreed to sell, assign, transfer and sets over to Assignee, all of Assignor’s right, title and interest in and to certain intellectual property;

WHEREAS, the intellectual property assigned to Assignee includes the United States trademark registrations and applications for registration set forth on Exhibit A attached hereto, together with the goodwill of the business associated therewith (collectively, the “**Marks**”); and

WHEREAS, as a condition to the closing of the transactions contemplated under the Agreement, each of the parties has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Recording of Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

3. Representations and Warranties. Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

4. Further Assurances. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, at their expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

5. Counterparts. The parties may execute this Assignment in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the same law governing the Agreement without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Venue for any proceeding, judicial or otherwise, concerning this Assignment shall be the same venue as required or permitted under the Agreement.

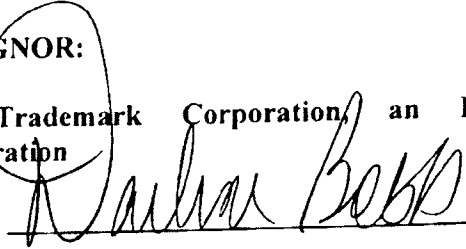
7. General. If any provision of this Assignment is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Assignment, all of which will remain in full force and effect. No waiver of any terms of this Assignment will be deemed a further or continuing waiver of such term or any other term. Any changes to this Assignment must be made in writing and signed by an authorized representative of both parties.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

BS Trademark Corporation, an Illinois corporation


By: 

Name: Darlene Bobb

Title: SOLE share holder

ASSIGNEE:

Best Brands, LLC, an Illinois limited liability company

By: 

Name: Fredric ROSATI

Title: C.F.O

[Signature Page to Trademark Assignment.]

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations			
Mark	Jurisdiction	Registration Number	Registration Date
BEEF SHACK	Federal	5,314,918	Oct. 24, 2017