

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JJBC, LLC		02/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JIMMY JOHN'S SPV GUARANTOR, LLC		
Street Address:	2212 Fox Drive		
City:	Champaign		
State/Country:	ILLINOIS		
Postal Code:	61820		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5414565	YOUR WAY JIMMY'S WAY ANY WAY	
Registration Number:	5312228	FREAKY FRESH! FREAKY FAST!	
Registration Number:	5330371	FREAKY FAST! FREAKY FRESH!	
Registration Number:	5312183	FREAKY FRESH!	
Registration Number:	5287018	JIMMY JOHN'S SINCE 1983 APPROVED BY MAMA	
Registration Number:	5291848	JIMMY JOHN'S SANDWICHES	
Registration Number:	5287019	JIMMY JOHN'S SINCE 1983 JJ SANDWICHES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ebensoul@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	17514-038		

CH \$190.00 5414565

NAME OF SUBMITTER:	Elana D. Bensoul
SIGNATURE:	/edb/
DATE SIGNED:	03/06/2020
Total Attachments: 4 source=Supplemental First Tier Trademark Assignment (Executed)#page1.tif source=Supplemental First Tier Trademark Assignment (Executed)#page2.tif source=Supplemental First Tier Trademark Assignment (Executed)#page3.tif source=Supplemental First Tier Trademark Assignment (Executed)#page4.tif	

SUPPLEMENTAL TRADEMARK ASSIGNMENT

This SUPPLEMENTAL TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of February 28, 2020, by and between JJBC, LLC, a Delaware limited liability company located at 2212 Fox Drive, Champaign, IL 61820 (“Assignor”), and JIMMY JOHN’S SPV GUARANTOR, LLC, a Delaware limited liability company located at 2212 Fox Drive, Champaign, IL 61820 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the First-Tier Contribution Agreement between the Parties dated July 7, 2017 (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks; provided that each Trademark became Contributed IP only upon the filing of an applicable statement of use with the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or

amendment to allege use pursuant to 15 USC Section 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. 1051(a) or examined and accepted by the United States Patent and Trademark Office, unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

JJBC, LLC

By: 
Name:
Title:

JIMMY JOHN'S SPV GUARANTOR, LLC

By: 
Name:
Title:

[Supplemental First Tier Trademark Assignment]

**Schedule 1
Trademarks**

Mark	App. No.	App. Date	Reg. No.	Reg. Date
YOUR WAY JIMMY'S WAY ANY WAY	87455444	18-May-17	5414565	27-Feb-18
FREAKY FRESH! FREAKY FAST!	86898849	5-Feb-16	5312228	17-Oct-17
FREAKY FAST! FREAKY FRESH!	86888983	27-Jan-16	5330371	7-Nov-17
FREAKY FRESH!	86886591	26-Jan-16	5312183	17-Oct-17
JIMMY JOHN'S SINCE 1983 APPROVED BY MAMAS SUPER SEAL GREAT STUFF SANDWICHES	86871759	11-Jan-16	5287018	12-Sep-17
JIMMY JOHN'S SANDWICHES	86871904	11-Jan-16	5291848	19-Sep-17
JIMMY JOHN'S SINCE 1983 JJ SANDWICHES	86871954	11-Jan-16	5287019	12-Sep-17