

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592281

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JB'S FAMILY RESTAURANTS, INC.		02/12/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SARI-SARI LLC		
<b>Street Address:</b>	931 W. RTE. 66		
<b>City:</b>	FLAGSTAFF		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	86001		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1900199	GALAXY DINER	
<b>Registration Number:</b>	1920969	GALAXY DINER	
<b>Registration Number:</b>	1921228	GALAXY DINER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6026502096		
<b>Email:</b>	uspt@polsinelli.com		
<b>Correspondent Name:</b>	Timothy D. Fontes		
<b>Address Line 1:</b>	One East Washington St.		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2568		
<b>ATTORNEY DOCKET NUMBER:</b>	104469-632810		
<b>NAME OF SUBMITTER:</b>	Geneva Reimer		
<b>SIGNATURE:</b>	/Geneva Reimer/		
<b>DATE SIGNED:</b>	08/17/2020		
<b>Total Attachments: 3</b>			
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Dated: February 12, 2020



Eddward P. Ballinger Jr., Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

In Re:	)	Case No.: 2:11-bk-04986-EPB
	)	
JB'S FAMILY RESTAURANTS INC.,	)	Chapter 7
	)	
Debtor.	)	<b>ORDER GRANTING TRUSTEE'S MOTION TO APPROVE SETTLEMENT, LICENSING AND SALE AGREEMENT WITH SARI- SARI, LLC</b>
	)	<b>AS AMENDED BY THE COURT</b>

This matter came before the Court upon *Trustee's Motion to Approve Settlement, Licensing and Sale Agreement with Sari-Sari, LLC* (the "Settlement Motion"), filed by David M. Reaves, Chapter 7 trustee for the above estate ("Trustee"), requesting an order of the Court pursuant to Rule 9019, Fed. R. Bank. P., approving Trustee's proposed settlement with Sari-Sari, LLC ("Sari-Sari"), and the estate's sale of the Debtor's intellectual property rights relating to the name "Galaxy Diner." Upon consideration of the Settlement Motion, with the Court finding that the Settlement Motion was properly served and that no objections have been filed, and upon further good cause appearing,

**IT IS HEREBY ORDERED** as follows:

1. Approving the Settlement Motion and the Settlement, Licensing and Sale Agreement (the "Settlement and Sale Agreement") attached to the Settlement Motion as Exhibit "A"; **as amended;**

1           2.       Within 7 days after entry of this Order, Sari-Sari, LLC (“Sari-Sari”) shall  
2 pay to Trustee, on behalf of this estate, the sum of \$15,000.00;

3           3.       Upon Trustee’s receipt of this payment, the parties shall be mutually  
4 released from all claims among and between them relating to the Franchise Agreement,  
5 and the Purchase and Sale Agreement, and defined in the Settlement and Sale Agreement;

6           4.       The Franchise Agreement is terminated;

7           5.       Sari-Sari is granted a license to continue to operate as a “JB’s Restaurant”  
8 through March 31, 2020, including the use of the name “JB’s,” “JB’s Restaurant,” “JB’s  
9 Family Restaurants,” among others, as well as all trade dress, subject to the terms of the  
10 Settlement and Sale Agreement;

11          6.       Sari-Sari shall pay the estate the sum of \$1,000.00 for each month that Sari-  
12 Sari continues to use the JB’s name and/or operate as a JB’s Restaurant after March 31,  
13 2020;

14          7.       Sari-Sari’s right to continue to operate as a JB’s Restaurant as granted  
15 under the Settlement and Sale Agreement is expressly subject to the estate’s possible sale  
16 of the JB’s trade name and/or other intellectual property rights relating to operation as a  
17 JB’s Restaurant, and upon any sale of the JB’s Restaurant name and intellectual property  
18 rights to a third party, the license granted to Sari-Sari to continue to operate as a JB’s  
19 Restaurant shall be deemed terminated without any further action by Trustee;

20          8.       All right, title and interest held by this estate in and to the Galaxy  
21 Trademark (as defined in the Settlement and Sale Agreement) is assigned, transferred and  
22 conveyed to Sari-Sari, subject to the terms and conditions set forth in the Settlement and  
23 Sale Agreement, including the following marks and logos registered with the United  
24 States Patent and Trademark Office: (i) Galaxy Diner logo, Registration No. 1921228;

1 (ii) Galaxy Diner logo, Registration No. 1920969; and (iii) Galaxy Diner work mark,  
2 Registration No. 1900199.

3 9. Nothing herein is intended to convey to Sari-Sari any assets of the Debtor  
4 relating to the Galaxy Diner, other than the Galaxy Trademark on a go-forward basis

5 10. Any remaining interest held by the estate in any equipment, furniture and/or  
6 fixtures remaining at the Galaxy Diner premises in Flagstaff, Arizona, is abandoned  
7 pursuant to 11 U.S.C. § 554(a);

8 11. Proof of Claim No. 119 is withdrawn, and Sari-Sari shall not file any  
9 additional claims in connection with this case, other than claims relating to any breach of  
10 the Settlement and Sale Agreement; and

11 12. All parties are to bear their own attorneys' fees and costs.

12  
13 **Number 18. shall read as follows:**

14 **18. Attorneys' Fees. Each Party shall bear its own attorneys' fees and costs, including**  
15 **those incurred with respect to this Agreement. In the event of the bringing of any action,**  
16 **suit, or proceeding by any Party against any other Party by reason of a breach of this**  
17 **Agreement, then the prevailing Party as determined by the court may request through**  
18 **appropriate application to the court, all reasonable costs and expenses, including reasonable**  
19 **attorneys' fees.**

20  
21 **SIGNED AND DATED ABOVE**