

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596307

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900566543

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shrimp Basket Bottling Company, LLC		06/16/2020	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Shrimp Basket Restaurants LLC
Street Address:	7282 Plantation Rd, Suite 301
City:	Pensacola
State/Country:	FLORIDA
Postal Code:	32504
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3499991	SHRIMP BASKET

CORRESPONDENCE DATA

Fax Number: 8504752615
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: 8508981480 x151
Email: kim@shrimpbasket.com
Correspondent Name: Kim Moehler
Address Line 1: 7282 PLANTATION RD STE 301
Address Line 4: Pensacola, FLORIDA 32504

NAME OF SUBMITTER:	Kim Moehler
SIGNATURE:	/Kim Moehler/
DATE SIGNED:	09/08/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), effective June 16, 2020, is by and among (i) Shrimp Basket Restaurants, LLC, a Florida limited liability company (“**Assignee**”), and (ii) Shrimp Basket Intermediate Holdings, LLC, a Delaware limited liability company (“**Intermediate**”), (iii) Shrimp Basket Bottling Company, LLC, a Florida limited liability company (“**Bottling**”) and (iv) Fresh Seafood Deliveries, LLC, a Delaware limited liability company (“**Seafood**” and together with Intermediate and Bottling, “**Assignor**”). Assignor and Assignee may each be referred to herein as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire all right, title, and interest that may exist in and to the intellectual property rights in and to the trademarks set forth on Exhibit A hereto including, but not limited to, all rights of any kind whatsoever of Assignor accruing under the foregoing provided by applicable law of any jurisdiction and otherwise throughout the world, any registrations and applications therefore, any renewals and extensions of registrations, all common law rights and any rights in foreign jurisdictions therein, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, and all the goodwill and proprietary rights associated therewith, throughout the world (collectively, the “**Transferred IP**”).

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Assignment.**

1.1 Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee all right, title, and interest in and to the Transferred IP, including, without limitation, the trademarks, trademark applications, and trademark registrations set forth on Exhibit A hereto, and all the goodwill associated therewith, for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

1.2 Assignor shall execute and furnish any and all documents Assignee may reasonably require to establish, complete, perfect, record, and/or enforce Assignee’s ownership of the Intellectual Property Rights throughout the world as Assignee reasonably deems necessary within ten (10) calendar days of receipt of a written request from Assignee to do so. Assignor shall cooperate with Assignee by executing any and all papers, providing affidavits, giving testimony,

and doing any and all acts which Assignee may reasonably determine necessary to carry out the intent of this Agreement and to enforce Assignee's rights against third parties.

2. **General Provisions.**

2.1 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

2.2 **Governing Law.** This Agreement and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles that would require the application of any other law.

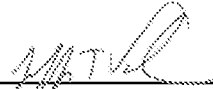
2.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows.]

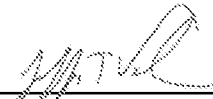
IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

Assignor:

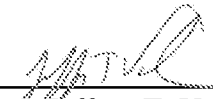
Shrimp Basket Intermediate Holdings, LLC

By: 
Name: Jeffrey T. Varsalone
Title: Chief Restructuring Officer

Shrimp Basket Bottling Company, LLC

By: 
Name: Jeffrey T. Varsalone
Title: Chief Restructuring Officer

Fresh Seafood Deliveries, LLC

By: 
Name: Jeffrey T. Varsalone
Title: Chief Restructuring Officer

Assignee:

Shrimp Basket Restaurants, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

Assignor:

Shrimp Basket Intermediate Holdings, LLC

By: _____

Name: _____

Title: _____

Shrimp Basket Bottling Company, LLC

By: _____

Name: _____

Title: _____

Fresh Seafood Deliveries, LLC

By: _____

Name: _____

Title: _____

Assignee:

Shrimp Basket Restaurants, LLC

By: 

Name: Michael J Wood

Title: CEO

Exhibit A

U.S. Trademark Applications and Registrations:

<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>MARK</u>
77315945	3499991	SHRIMP BASKET