# CH \$40.00 8690

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM606481

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rafael Montes		12/02/2019	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Evans Food Group Ltd.	
Street Address:	4118 South Halsted Street	
City:	Chicago	
State/Country:	ate/Country: ILLINOIS	
Postal Code:	ostal Code: 60609	
Entity Type:	Type: Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86907987	CHICAS

### **CORRESPONDENCE DATA**

**Fax Number:** 8573004001

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:** 857-300-4000

**Email:** internalip@lathropgpm.com, maggie.jiles@lathropgpm.com

Correspondent Name: Gordon R. Moriarty

Address Line 1: 28 State Street, Suite 700

Address Line 4: Boston, MASSACHUSETTS 02109-1775

ATTORNEY DOCKET NUMBER:	705923
NAME OF SUBMITTER:	Gordon R. Moriarty
SIGNATURE:	/Gordon R Moriarty/
DATE SIGNED:	11/03/2020

### **Total Attachments: 3**

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> TRADEMARK REEL: 007093 FRAME: 0841

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of December [2], 2019, from Rafael Montes, a California resident ("Assignor"), to Evans Food Group Ltd., a Delaware limited liability company ("Assignee"). Capitalized terms, used herein and not defined shall have the meaning set forth in the Purchase Agreement (as defined below).

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated on or about the date hereof ("Purchase Agreement"), which provides for, among other things, the assignment of Assignor's Trademark;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark set forth on <a href="Schedule 1">Schedule 1</a> hereto (the "Trademark"), together with the goodwill associated with the Trademark; and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to acquire all of the Trademark.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. In partial consideration for entering into the Purchase Agreement, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademark, as set forth on <u>Schedule 1</u>, together with the goodwill associated with the Trademark.
- 2. In partial consideration for entering into the Purchase Agreement, Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademark, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademark listed on <u>Schedule 1</u>, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument, provided that any such recording shall be at the sole expense of Assignee.
- 4. This Agreement is subject in all respects to the terms of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, diminish, enlarge or modify any provision or any of the obligations, agreements, covenants, or representations and warranties of any of the parties to the Purchase Agreement as contained in the Purchase Agreement. If any conflict exists between the terms of this Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control. This Agreement and the Purchase Agreement contain the entire agreement of the parties with regard to the matters set forth herein and therein. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The signature of any Party hereto to any counterpart hereof

TRADEMARK REEL: 007093 FRAME: 0842 shall be deemed a signature to, and may be appended to, any other counterpart hereof. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or similar electronic transmission, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" or electronic signature were an original thereof. Once signed, this Agreement may be delivered by facsimile or ".pdf" format, any reproduction of this Agreement made by reliable means (e.g., portable document format) is considered an original.

5. This Agreement and the Purchase Agreement contain the entire agreement of the parties with regard to the matters set forth herein and therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused this Agreement to be executed by their duly authorized officers.

ASSIGNOR:

ASSIGNEE:

EVANS FOOD GROUP LTD.

By: \_\_\_\_\_\_Christopher McRorie\_\_\_\_

Title: Vice President, General Counsel & Secretary

# Schedule 1

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**RECORDED: 11/03/2020** 

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