

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOOJAY'S MANAGEMENT LLC		09/09/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	TJ MANAGEMENT HOLDCO LLC		
Street Address:	3654 Georgia Avenue		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33405		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6063973		
Registration Number:	5180629	TOOJAY'S	
Registration Number:	2373026	TOOJAY'S	
Registration Number:	2373025		
Registration Number:	2373024	TOOJAY' S	
Registration Number:	1812521	TOOJAY'S ORIGINAL GOURMET DELI	
Registration Number:	1291553	TOOJAY'S	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<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:	202-842-8800		
Email:	dctrademarks@faegredrinker.com		
Correspondent Name:	Jennifer L. Dean		
Address Line 1:	Faegre Drinker Biddle & Reath LLP		
Address Line 2:	1500 K Street NW, Suite 1100		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	032072.121585		
NAME OF SUBMITTER:	Jeremy T. Bui		

OP \$190.00 6063973

SIGNATURE:	/jeremy t bui/
DATE SIGNED:	12/03/2020
Total Attachments: 6 source=Toojay's Intellectual Property Assignment Agreement [EXECUTED]#page1.tif source=Toojay's Intellectual Property Assignment Agreement [EXECUTED]#page2.tif source=Toojay's Intellectual Property Assignment Agreement [EXECUTED]#page3.tif source=Toojay's Intellectual Property Assignment Agreement [EXECUTED]#page4.tif source=Toojay's Intellectual Property Assignment Agreement [EXECUTED]#page5.tif source=Toojay's Intellectual Property Assignment Agreement [EXECUTED]#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective this 9th day of September, 2020 (the "Effective Date"), by and among TooJay's Management, LLC, a Florida limited liability company with an address at 3654 Georgia Avenue, West Palm Beach, Florida 33405 ("Assignor") and TJ Management HoldCo LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of September 7, 2020, by Assignee and Assignor and its affiliated entities listed on Annex 1 attached thereto (the "Purchase Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee as a condition to Closing (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee all Intellectual Property, including, without limitation, all rights in and to any trademark, patent, domain name, and/or copyright rights registered in the name of or owned by Assignor and all other Intellectual Property identified or otherwise described on *Schedule A* hereto (collectively, the "Assigned IP"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the Assigned IP and all goodwill associated with the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. As of the Effective Date, Assignor hereby sells, contributes, grants, bargains, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Assigned IP, together with the goodwill associated therewith, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under Applicable Laws, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and 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 rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.

2. Assignor shall, without further consideration, execute and deliver such additional documents and provide assistance reasonably required or requested by Assignee, its successors and assigns, and their legal representatives (including, without limitation, execution and delivery

of any affidavits, declarations, oaths, or other documents as may reasonably be required) to secure and enforce the rights granted to Assignee under this Assignment.

3. The Assigned IP is being conveyed pursuant to the Purchase Agreement and the Order (I) Authorizing the Sale of Substantially all of the Debtors' Assets Free and Clear of all Liens, Claims, Encumbrances, and Other Interests, (II) Authorizing and Approving the Asset Purchase Agreement; (III) Approving Procedures and Rights Related to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief entered on September 8, 2020 in *In re: TooJay's Management LLC, et al.*, Case No. 20-14792-EPK, in the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division.

4. Assignee may record this Assignment with the United States Patent and Trademark Office, U.S. Copyright Office, and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordings shall be paid by Assignee.

5. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to its conflict of law principles.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[Signatures on following pages]

ASSIGNOR:

TOOJAY'S MANAGEMENT LLC

By: 
Name: Edward Maxwell Piet
Title: President and CEO

ASSIGNEE:

TJ MANAGEMENT HOLDCO LLC

By: _____
Name: Nathan Harrell
Title: President

ASSIGNOR:

TOOJAY'S MANAGEMENT LLC

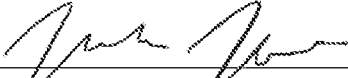
By: _____

Name: Edward Maxwell Piet

Title: President and CEO

ASSIGNEE:

TJ MANAGEMENT HOLDCO LLC

By:  _____

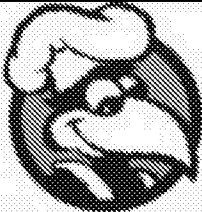

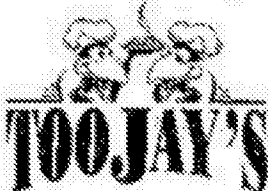

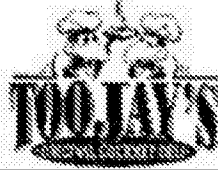
Name: Nathan Harrell

Title: President

Schedule A
to Intellectual Property Assignment Agreement

TRADEMARKS

Registered Trademarks:

Jurisdiction	Trademark	Registration Number	Registration Date	Owner
US		6063973	May 26, 2020	Toojay's Management LLC
US		5180629	April 11, 2017	Toojay's Management LLC
US		2373026	August 1, 2000	Toojay's Management LLC
US		2373025	August 1, 2000	Toojay's Management LLC
US	TOOJAY'S	2373024	August 1, 2000	Toojay's Management LLC
US		1812521	December 21, 1993	Toojay's Management LLC
US	TOOJAY'S	1291553	August 21, 1984	Toojay's Management LLC

Unregistered Trademarks:



COPYRIGHTS

Registered Copyright Rights:

Title	Owner	Copyright Number	Date
TooJay's : Original Gourmet Deli breakfast & lunch	TooJay's Management, LLC	TX0006052072	1997
TooJay's Original Gourmet Deli : dinner.	TooJay's Management, LLC	TX0006061703	1997
TooJay's Original Gourmet Deli : take out menu.	TooJay's Management, LLC	TX0006061704	1997

Unregistered Copyright Rights:

The website design shown at www.toojays.com

DOMAIN NAMES

www.toojays.com

SOCIAL MEDIA ACCOUNTS

- <https://www.facebook.com/TooJaysDeli/>
- <https://www.instagram.com/toojaysdeli/>
- <https://twitter.com/therealtoojays>