

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skyline ESM Holdings, LLC		12/23/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Skyline Chili, LLC		
Street Address:	4180 Thunderbird Lane		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45014		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88338072	SKYLINE GREEK AMERICAN FOOD EST. 1949	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	SKY-4-122		
NAME OF SUBMITTER:	Theodore R. Remaklus		
SIGNATURE:	/theodore r remaklus/		
DATE SIGNED:	12/23/2020		
Total Attachments: 7			
source=Assignment - Skyline ESM Holdings, LLC to Skyline Chili, LLC#page1.tif			
source=Assignment - Skyline ESM Holdings, LLC to Skyline Chili, LLC#page2.tif			
source=Assignment - Skyline ESM Holdings, LLC to Skyline Chili, LLC#page3.tif			

OP \$40.00 88338072

source=Assignment - Skyline ESM Holdings, LLC to Skyline Chili, LLC#page4.tif
source=Assignment - Skyline ESM Holdings, LLC to Skyline Chili, LLC#page5.tif
source=Assignment - Skyline ESM Holdings, LLC to Skyline Chili, LLC#page6.tif
source=Assignment - Skyline ESM Holdings, LLC to Skyline Chili, LLC#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Agreement”) made this 23rd day of December, 2020 (the “Effective Date”) by and between **Skyline ESM Holdings, LLC**, an Ohio limited liability company (the “Assignor”), and **Skyline Chili, LLC**, an Ohio limited liability company (“Company”).

RECITALS:

A. Assignor and the Company, among others, are entering into a series of related reorganization transactions (together, the “Reorganization Transactions”), including selling ownership interests in the Company to one or more new outside investors pursuant to the terms of a certain Reorganization and Purchase Agreement (the “Reorganization Agreement”).

B. As part of the Reorganization Transactions, Assignor, formerly named Skyline Chili, LLC, was renamed Skyline ESM Holdings, LLC.

C. The Company was formed as part of the Reorganization Transactions as Skyline QOZB, LLC and renamed Skyline Chili, LLC

D. This Agreement is executed and the assignment of the Company Intellectual Property described herein is undertaken as a prerequisite to the execution of the Reorganization Agreement by the parties thereto.

AGREEMENT:

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

1. Definitions. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings specified in this Section 1 or referred to in this Section 1.

“**Company Intellectual Property**” means all Intellectual Property owned by the Assignor.

“**Intellectual Property**” means any and all trademarks, trade names, service marks, and domain names; original works of authorship and related copyrights (whether registered or unregistered); trade secrets, know-how, designs and inventions (whether or not patentable) and related patents, discoveries, improvements, technology, business and technical information, databases, data compilations and collections, recipes, formulae, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein whether or not patentable; internet domain names and social media account or user names (including “handles”), all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, and similar intangible property in which any Person holds proprietary rights, title, interests or protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, all applications, registrations, renewals, issues, reissues, extensions, divisions and continuations in connection with any of the foregoing and the

goodwill connected with the use of and symbolized by any of the foregoing.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Law(s)**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Licensed Intellectual Property**” means Intellectual Property in which the Assignor holds exclusive or non-exclusive rights or interests granted by license from other Persons.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

Capitalized terms used herein without definition shall have the respective meanings given to them in the Reorganization Agreement.

2. Assignment of Intellectual Property. Assignor hereby assigns to the Company all of its right, title, and interest in and to any and all Company Intellectual Property and Licensed Intellectual Property, including without limitation:

(a) Registered Marks. Assignor hereby assigns and transfers to the Company the entire right, title and interest in and to the registered trademarks and service marks identified on **Exhibit A**, attached hereto and incorporated herein (collectively the “Trademarks”), together with (i) the goodwill of the business connected with and symbolized by the Trademarks, as well as Assignor's portion of the business to which the Trademarks pertain in accordance with 15 U.S.C. §1060 (including, without limitation, the right to renew any registrations included in each of the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademark), (ii) all income, royalties, and damages that become due or payable to Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of any of the Trademarks, and (iii) all rights to sue for past, present, and future infringements or misappropriations of any of the Trademarks. All of the preceding rights, title and interests shall be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns, as the same would have been held by Assignor had this assignment not been made. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on **Exhibit A** to the Company as assignee of Assignor's entire right, title and interest therein.

(b) **Copyrights.** All copyright interest in any works of authorship whether registered or unregistered, including the registered copyrights identified on **Exhibit A**, attached hereto and incorporated herein (collectively the “Copyrights”), together with (i) all rights to renew or extend any registrations included in each of the Copyrights; (ii) the right to apply for copyright registrations within or outside the United States based in whole or in part upon the works of authorship identified in any such Copyrights; (iii) all income, royalties, and damages that become due or payable to Assignor with respect to the Copyrights, including damages and payments for past or future infringements and misappropriations of any of the Copyrights, and (iii) all rights to sue for past, present, and future infringements or misappropriations of any of the Copyrights. All of the preceding rights, title and interests shall be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns, as the same would have been held by Assignor had this assignment not been made.

3. Moral Rights. This assignment includes all rights of paternity, integrity, disclosure, attribution and withdrawal and any other rights that may be known or referred to as “moral rights.” To the extent any of the foregoing moral rights may not be assigned under applicable law, Assignor hereby waives any and all such moral rights in any Company Intellectual Property and further hereby irrevocably grants to the Company, its successor and assigns, any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the fullest extent possible. Assignor further agrees that it will, without further consideration but at the Company’s expense, confirm any such waivers, ratifications and consents from time to time as requested by the Company and further hereby covenants and agrees that it will not bring an action against the Company, its successors or assignee(s) with respect to any alleged violation of such “moral rights”.

4. Records. Assignor will provide to the Company all correspondence, files and written records relating to the Company Intellectual Property and Licensed Intellectual Property in Assignor’s possession or control.

5. Registrations. Assignor will, upon request, assist the Company, or its designee, without expense to itself, in every proper way to secure the Company’s rights in the Company Intellectual Property and any copyrights, patents, mask work rights or other intellectual property rights relating thereto and in any and all countries, including, but not limited to, the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Company Intellectual Property, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Assignor agrees that its obligations to execute or cause to be executed any such instrument or papers shall be continuing.

6. Terms of the Reorganization Agreement. The terms of the Reorganization Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities related to the Company Intellectual Property and the Licensed Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Reorganization Agreement shall not be superseded hereby but shall remain in full force and effect

to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Reorganization Agreement and the terms of this Agreement, the terms of the Reorganization Agreement shall govern.

7. Governing Law. Except for applicable provisions of federal law, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

8. Counterparts & Electronic Signature. 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. This Agreement, any ancillary documents related hereto and any amendments hereof or thereof may be executed by facsimile or other electronic transmission of such signature (e.g. PDF or other electronic image) or by electronic signature (e.g. DocuSign) and such execution shall have the full force and effect of an original hard copy signature, shall be effective to bind such party to this Agreement, shall be deemed “written” or “in writing,” and shall be treated as an original record established and maintained in the ordinary course of business for all purposes. A printed copy of such electronically transmitted or signed document, including this Agreement, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically transmitted or signed documents on the basis of such electronic transmission or signature.

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF the parties have set their hands as of the day and year first written above.

ASSIGNOR:

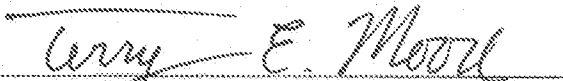
Skyline ESM Holdings, LLC,
an Ohio limited liability company

By:


Kevin R. McDonnell, President

State of Ohio :
: ss
County of Hamilton :

The foregoing instrument was acknowledged before me this 22nd day of December, 2020, by Kevin R. McDonnell, the duly authorized President of Skyline ESM Holdings, LLC, known to me or identity proved to my satisfaction, who acknowledged the execution of the foregoing instrument to be his free act and deed and the free company act and deed of Skyline ESM Holdings, LLC.


Notary Public



TERRY E. MOORE
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

COMPANY:

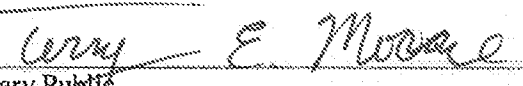
Skyline Chili, LLC, an Ohio limited liability company

By: **AGM Holdings, Inc.**, an Ohio corporation
Sole Member

By: 
Kevin R. McDonnell, President

State of Ohio :
: ss
County of Hamilton :

The foregoing instrument was acknowledged before me this 23rd day of December, 2020, by Kevin R. McDonnell, the duly authorized President of AGM Holdings, Inc., an Ohio corporation, the sole member of Skyline Chili, LLC, known to me or identity proved to my satisfaction, who acknowledged the execution of the foregoing instrument to be his free act and deed and the free company act and deed of Skyline Chili, LLC.


Notary Public



TERRY E. MOORE
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date, Section 147.03 O.R.C.

EXHIBIT A

Business Registered IP

Patents:

None.

Registered Trademarks and Service Marks:

Trademark or Service Mark	Current Owner	Filing Date	Registration Date	Application/Registration Number
	Skyline Chili, LLC	01/28/2020	Pending	88338072

Registered Copyrights:

None.

4817-3802-3124.3