

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sushi With Gusto, Inc.		12/31/2020	Corporation: SOUTH CAROLINA
Upstate Brands, LLC		12/31/2020	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Lwin Family Co, LLC		
Street Address:	11949 Steele Creek Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2702509	SUSHI WITH GUSTO	
Registration Number:	5054002	SUSHI WITH GUSTO ALL SUSHI IS NOT CREATE	
Registration Number:	3373156	ALL SUSHI IS NOT CREATED EQUAL	
Registration Number:	3176783	SHIZEN ALL NATURAL SUSHI	
Registration Number:	3176782	SHIZEN ALL NATURAL SUSHI	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Stephen E. Kelly		
Address Line 1:	101 E. Kennedy Blvd., Suite 3700		
Address Line 2:	Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Stephen E. Kelly		
SIGNATURE:	/s/ Stephen E. Kelly		

CH \$140.00 2702509

DATE SIGNED:	02/11/2021
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Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “Assignment”) is made and entered into as of December 31, 2020 (the “Effective Date”), by and among **SUSHI WITH GUSTO, INC.**, a South Carolina corporation (“Sushi”), **UPSTATE BRANDS, LLC**, a South Carolina limited liability company (“Upstate” and together with Sushi, “Assignor”), and **LWIN FAMILY CO, LLC**, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, Sushi and Assignee have entered into that certain Asset Purchase Agreement dated as of December 31, 2020, by and among Assignee, Sushi, and the shareholders named therein (the “Purchase Agreement”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver to Assignee at the Closing certain assets, including without limitation, (i) the trademarks set forth on Schedule A hereto (the “Trademarks”), and (ii) the domain names set forth on Schedule B (the “Domain Names” and collectively with the Trademarks, whether or not registered, being herein called the “Registered Intellectual Property”).

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such Registered Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by and associated with the Trademarks, including all common law rights and trademark registrations for the Trademarks, to be held by Assignee 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; (b) all of Assignor’s right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees derived from the Trademarks or Domain Names from and after the Effective Date, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Trademarks or Domain Names or injury to the goodwill associated with the Trademarks or Domain Names, and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

2. Assistance. Assignor agrees to perform, without further or additional consideration, all reasonable acts deemed necessary or, following the request of any third party, desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title, and interest throughout the world in the Registered Intellectual Property, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include (a) execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, as reasonably necessary to perfect such benefits, enjoyment, rights, title, and

interest in Assignee, (b) reasonable assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings relating specifically to any Registered Intellectual Property, including providing documents and materials in the possession or control of Assignor, (c) testifying in any legal proceedings relating specifically to any Registered Intellectual Property, signing lawful papers, and making all required lawful oaths relating specifically to any Registered Intellectual Property at Assignee's expense, and (d) generally doing everything that is reasonably necessary to aid Assignee, upon Assignee's reasonable request, in obtaining and enforcing proper protection for applicable intellectual property rights in the Registered Intellectual Property; provided, however, that (i) this Section 2 shall not require Assignor to initiate or prosecute any legal proceedings relating specifically to any Registered Intellectual Property, and (ii) Assignee shall exercise all commercially reasonable efforts (1) to permit Assignor to provide any testimony contemplated by this Section 2 at a time and place convenient to Assignor, and (2) to otherwise minimize the cost and inconvenience to Assignor for any such cooperation sought under this Section 2.

3. General.

3.1 Purchase Agreement. This Assignment shall be binding upon Assignor and Assignee and their respective successors and permitted assigns. This Assignment is intended only to effect the assignment of the Registered Intellectual Property pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or representations, or any of the rights or remedies, or any of the obligations or indemnifications of any party, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

3.2 Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws. Each of Assignor and Assignee irrevocably and unconditionally: (i) agrees and consents, with respect to any dispute arising out of or relating to this Assignment, to be subject to the non-exclusive jurisdiction of the courts of Hillsborough County, Florida; (ii) waives any objection to such venue and (iii) waives trial by jury in any Action relating to this Assignment or transactions contemplated hereby.

3.3 Execution; Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A manual signature on a counterpart of this Assignment or any other document to be delivered pursuant to this Assignment, an image of which has been transmitted electronically, will constitute an original signature for all purposes, and electronic transmission of such signature will constitute effective delivery of this Assignment or any such document for all purposes.

[Signature Page Follows]

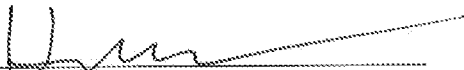
IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

ASSIGNOR:

SUSHI WITH GUSTO, INC.,
a South Carolina corporation

By: 
Name: Hisamichi Fujimura
Title: President

UPSTATE BRANDS, LLC,
a South Carolina limited liability company

By: 
Name: Hisamichi Fujimura
Title: Member

ASSIGNEE:

LWIN FAMILY CO, LLC,
a Delaware limited liability company

By: _____
Name: Dan Beem
Title: Authorized Representative

(Signature Page to Assignment of Intellectual Property)

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

ASSIGNOR:

SUSHI WITH GUSTO, INC.,
a South Carolina corporation

By: _____
Name: Hisamichi Fujimura
Title: President

UPSTATE BRANDS, LLC,
a South Carolina limited liability company

By: _____
Name: Hisamichi Fujimura
Title: _____

ASSIGNEE:

LWIN FAMILY CO, LLC,
a Delaware limited liability company

By: Dan Beem
Name: Dan Beem
Title: Authorized Representative

Schedule A
Trademarks

Trademark	Country	Status	Filing Date Reg. Date	Serial No. Reg. No.
SUSHI WITH GUSTO	USA	Active	06/28/2002 04/01/2003	76425990 2702509
	USA	Active	02/23/2016 10/04/2016	86917022 5054002
ALL SUSHI IS NOT CREATED EQUAL	USA	Active	09/14/2006 01/22/2008	78974536 3373156
	USA	Active	12/22/2005 11/28/2006	78779198 3176783
SHIZEN ALL NATURAL SUSHI	USA	Active	12/22/2005 11/28/2006	78779172 3176782
SHIZEN		(unregistered)		
SUSHI CON GUSTO		(unregistered)		
SUSHI CON GUSTO TODO EL SUSHI NO ES CREADO IQUAL (and Design)		(unregistered)		

Schedule B
Domain Names

www.Sushiwithgusto.com

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