

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOOKBINDER'S RESTAURANT, INC.		09/01/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JS RESTAURANT ENTERPRISES LLC		
Street Address:	2306 E. Cary Street		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23223		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2897430	BOOKBINDER'S	
Registration Number:	1170726	OLD ORIGINAL BOOKBINDER'S	
CORRESPONDENCE DATA			
Fax Number:	8044821121		
<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:	8044821121		
Email:	fgerson@dagglaw.com		
Correspondent Name:	Frederick Gerson		
Address Line 1:	Durette Arkema Gerson & Gill PC		
Address Line 2:	1111 East Main Street 16th Flr		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Frederick Gerson		
SIGNATURE:	/Frederick Gerson/		
DATE SIGNED:	09/03/2021		
Total Attachments: 3			
source=2021-09-01, Trademark Assignment Agreement, BR to JS, signed#page1.tif			
source=2021-09-01, Trademark Assignment Agreement, BR to JS, signed#page2.tif			
source=2021-09-01, Trademark Assignment Agreement, BR to JS, signed#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is dated and effective as **September 1, 2021**, by and between BOOKBINDER’S RESTAURANT, INC., a Pennsylvania corporation (“**ASSIGNOR**”), with an address of 125 Walnut Street, Philadelphia, Pennsylvania 19106, and JS RESTAURANT ENTERPRISES LLC, a Virginia limited liability company (“**ASSIGNEE**”), with an address of 2306 E. Cary Street, Richmond, Virginia 23223.

RECITALS:

A. ASSIGNOR is the owner of certain trademarks, set forth in Appendix A, attached to this Agreement and incorporated herein by this reference, (collectively, the “**Mark**” or “**Marks**”), and any and all associated rights therewith together to include but not be limited to the goodwill of the business symbolized thereby in connection with the services for which the Mark: is associated as set forth in **Appendix A** (the “**Services**”).

B. Since on or about May 26, 1999, pursuant to that Service Mark License Agreement, dated May 26, 1996, ASSIGNEE has licensed from ASSIGNOR the Marks in connection with the Services and ASSIGNEE has continuously and without interruption used the Marks in connection with the Services.

C. ASSIGNOR now desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all its right, title, and interest in and to the Marks in the United States of America and worldwide.

D. ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

AGREEMENT:

Section 1. ASSIGNMENT

1.1. Subject to the provisions of Section 1.2, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR’S right, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Services in respect with which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

1.2. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs associated with the Mark.

Section 2. FURTHER ASSURANCES

2. ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

Section 3. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

3.1. Assignor represents and warrants that it owns valid and subsisting rights in the Mark and its U.S. registration that are capable of being assigned to Assignee.

3.2. Assignor knows of no adverse claims of ownership to the Mark or of any existing state of facts that would support a claim that use by Assignee of the Mark anywhere in the world infringes or otherwise violates any Mark right of any other person.

3.3. At the time this Agreement and Assignment is made effective, Assignor was a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and had the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

3.4. The execution and delivery by Assignor of this Agreement, the performance and observance by Assignor of its obligations hereunder and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Assignor. This Agreement has been duly executed and delivered by a duly authorized officer of Assignor and constitutes the valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

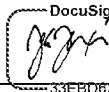
3.5. To Assignor’s knowledge, no consents, or agreements of any third party or governmental body are necessary for the execution, delivery, performance, or observance by Assignor of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

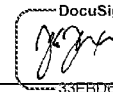
ASSIGNOR:
BOOKBINDER’S RESTAURANT, INC.

ASSIGNEE:
JS RESTAURANT ENTERPRISES LLC

By:

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By:

DocuSigned by:

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Name: John Taxin
Title: President

Name: John Taxin
Title: Manager and Member

Appendix A

Mark	Design Type	USPTO Serial No.	USPTO Registration No.	International Class No.	Goods and Services
BOOKBINDER'S	Word only	78318955	2897430	43	Restaurant, Take-Out Restaurant, Catering and Bar Services
OLD ORIGINAL BOOKBINDER'S	Word only	73257829	1170726	42	Restaurant Services