

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687837

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jersey Mike's Franchise Systems, Inc.		11/12/2021	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	A Sub Above LLC		
<b>Street Address:</b>	2251 Landmark Place		
<b>Internal Address:</b>	Building B		
<b>City:</b>	Manasquan		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08736		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88266970	A FAN ABOVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7346231713		
<b>Email:</b>	pfransway@dickinsonwright.com		
<b>Correspondent Name:</b>	Paul R. Fransway		
<b>Address Line 1:</b>	350 S. Main		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	63021-3		
<b>NAME OF SUBMITTER:</b>	Paul R. Fransway		
<b>SIGNATURE:</b>	/Paul R. Fransway/		
<b>DATE SIGNED:</b>	11/12/2021		
<b>Total Attachments: 3</b>			
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## U.S. TRADEMARK APPLICATION ASSIGNMENT

This U.S. TRADEMARK APPLICATION ASSIGNMENT (“Assignment”), effective as of the 12th day of November, 2021 is made and entered into by and between Jersey Mike’s Franchise Systems, Inc. (“Assignor”) and A Sub Above, LLC (“Assignee”). Assignor and Assignee are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignor is the record owner of the United States trademark application identified in the attached Schedule A (the “Trademark Application”);

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of December 23, 2019, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademark Application, and the Parties wish to record such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor’s entire rights, title, and interests in, to and under the Trademark Application, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademark Application; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademark Application, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademark Application.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor’s respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.


[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this ASSIGNMENT OF TRADEMARK APPLICATION to be duly executed and delivered as of the date first written above.

JERSEY MIKE'S FRANCHISE SYSTEMS, INC.,  
a New Jersey corporation, as Grantor

By:   
Name: Peter Cancro  
Title: Chief Executive Officer

A SUB ABOVE, LLC,  
a Delaware limited liability company, as Secured Party

By:   
Name: Peter Cancro  
Title: Chief Executive Officer

**Schedule A**

**Trademarks**

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
A FAN ABOVE	88266970	18-Jan-2019	-	-