

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midfield Concession Enterprises, Inc.		06/05/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	SSP America, Inc.		
Street Address:	20408 Bashan Drive		
Internal Address:	Suite 300		
City:	Ashburn		
State/Country:	VIRGINIA		
Postal Code:	20147		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4236073	SORA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	901-526-2000		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Baker, Donelson, Bearman, Caldwell		
Address Line 1:	165 Madison Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Memphis, TENNESSEE 38103		
NAME OF SUBMITTER:	Shawn D. Sentilles		
SIGNATURE:	/Shawn D. Sentilles/		
DATE SIGNED:	06/08/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of June 6, 2023, is made and entered into by Midfield Concession Enterprises, Inc., a Michigan corporation, having its place of business at 2415 Island View Drive, West Bloomfield, MI 48324 ("Assignor"), in favor of SSP America, Inc., a California corporation, having its place of business at 20408 Bashan Drive, Suite 300, Ashburn, VA 20147 ("Assignee").

WHEREAS, Assignee and Assignor have entered into various Asset Purchase Agreements, each dated as of May 2, 2023 (the "Purchase Agreements"), pursuant to which, among other things, Assignor agreed to cause Assignor and its affiliates to sell, assign, transfer, convey and deliver to Assignee or Assignee's designated affiliates all of Assignor's right, title and interest in, to and under certain Acquired Assets, as more fully described in the Purchase Agreements, on the terms and subject to the conditions set forth in the Purchase Agreements, which Acquired Assets include the certain trademark set forth in Schedule I attached hereto and made a part hereof (the "Mark"); and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to effect the sale, assignment, transfer, conveyance and delivery to Assignee of the Mark.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreements, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns and transfers to Assignee, its successors and assigns, all rights, title and interests in and to the Mark, including any and all common law rights, the goodwill of its business symbolized by the Mark, and all rights of action accrued and to accrue under and by virtue thereof, including without limitation, the right to sue and recover for past infringement.
2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Mark and other rights conveyed herewith.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment, as to the assigned Mark herein referred to.
4. This Assignment, the Purchase Agreements and the schedules, exhibits and annexes hereof and thereof contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and thereof, and supersede all previous written or oral negotiations, commitments, understandings and writings. To the extent any provision of this Assignment is inconsistent with the provisions of the Purchase Agreements, the provisions of the Purchase Agreements shall prevail. Capitalized terms used but not defined herein have the meanings set forth in the Purchase Agreements.

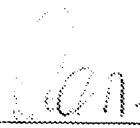
5. This Assignment shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles thereof.
6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.
7. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

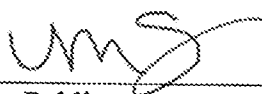
ASSIGNOR:

MIDFIELD CONCESSION ENTERPRISES, INC.

By: 
Name: Andrea Hachem
Title: President

STATE OF Michigan, COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 5th day of June, 2023, by Andrea Hachem the President of Midfield concessions, a Michigan Corporation, on behalf of said corporation. He/she is personally known to me or produced License as identification.


Notary Public

Mariam Sayed


Typed, printed or stamped name of Notary Public

My Commission Expires: 12/1/2028

Accepted by:

ASSIGNEE:

SSP AMERICA, INC.

By: 

Name: Patrick Murray

Title: Deputy CEO

Schedule 1

Trademarks

Registered Trademarks

Current Owner	Mark	Filing Date	Registration No.	Registration Date	Country/Region
Midfield Concession Enterprises, Inc.	SORA	6/28/2011	4236073	11/6/2012	United States