

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMJ Group, Inc.		06/30/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SFAP Group, LLC		
Street Address:	888 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5255180	FIORELLA ITALIAN KITCHEN & PIZZERIA	
Registration Number:	2285021	CAFE FIORELLO	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Eugene Chang		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Eugene Chang		
SIGNATURE:	/Eugene Chang/		
DATE SIGNED:	06/30/2023		
Total Attachments: 4			
source=Handwritten_2023-06-30_140751#page1.tif			
source=Handwritten_2023-06-30_140751#page2.tif			
source=Handwritten_2023-06-30_140751#page3.tif			
source=Handwritten_2023-06-30_140751#page4.tif			

CH \$65.00 5255180

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of June 30, 2023, by and between SMJ Group, Inc., a New York corporation ("Assignor") and SFAP Group, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of the trademarks and applications therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desire to acquire, assume and accept, the Trademarks pursuant to the terms of this Agreement.

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

AGREEMENTS

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors, and assigns all of Assignor's right, title, and interest in and to the Trademarks, and all goodwill associated therewith, together with the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present or future infringement or violation of any of the Trademarks, and to collect all damages, awards, settlements and proceeds relating to the Trademarks. Assignor consents to recordation of this Agreement by Assignee with the United States Patent and Trademark Office, its successor offices, or similar foreign offices.
2. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, its successor offices, or similar foreign offices.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without regard to any conflicts of law principles that could require application of the laws of any other state.
4. No Modifications. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all Parties hereto.
5. Successors and Assigns. This Agreement shall bind and shall inure to the benefit of the Parties and their respective successors, assigns and transferees.
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ASSIGNOR:

SMJ GROUP, INC.

By: 

Name: Sheldon Fireman

Title: President

ASSIGNEE:

SFAP GROUP, LLC

By: 

Name: Sheldon Fireman

Title: President

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

Mark	Registration No.	Registration Date
IORELLA ITALIAN KITCHEN & PIZZERIA	5255180	August 1, 2017
CAFÉ IORELLA	2285021	October 12, 1999

Schedule A to Trademark Assignment Agreement

