

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM832200

<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>
Tuesday Morning Partners, Ltd.		07/28/2023	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCO IP Holdco LLC		
<b>Street Address:</b>	251 Little Falls Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5175002	CHEFS	
<b>Registration Number:</b>	5174999	CHEFS	
<b>Registration Number:</b>	5174998	CHEFS	
<b>Registration Number:</b>	5174997	CHEFS	
<b>Registration Number:</b>	5175001	CHEFS	
<b>Registration Number:</b>	5184806	CHEFS	
<b>Registration Number:</b>	5546496	THE CHEFS CATALOG	
<b>Registration Number:</b>	1277563	THE CHEF'S CATALOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149535822		
<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>	2149535642		
<b>Email:</b>	cstephens@jw.com		
<b>Correspondent Name:</b>	Chandler Stephens		
<b>Address Line 1:</b>	2323 Ross Ave., Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	164508.00001		
<b>NAME OF SUBMITTER:</b>	Chandler Stephens		

CH \$215.00 5175002

<b>SIGNATURE:</b>	/Chandler Stephens/
<b>DATE SIGNED:</b>	08/15/2023
<b>Total Attachments: 3</b> source=Executed Trademark Assignment for Recording - CHEFS#page1.tif source=Executed Trademark Assignment for Recording - CHEFS#page2.tif source=Executed Trademark Assignment for Recording - CHEFS#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 28, 2023, is made by Tuesday Morning Partners, Ltd., a Texas limited partnership (“**Tuesday Morning Partners**”), located at 6250 LBJ Freeway, Dallas, Texas 75240, in favor of (ii) TCO IP Holdco LLC, a Delaware limited liability company (“**Assignee**”), with a registered address at 251 Little Falls Drive, Wilmington, Delaware 19808, pursuant to the Settlement and Release Agreement entered into as of July 21, 2023 by and among Tuesday Morning Partners and the other Parties as defined therein (the “**Settlement and Release Agreement**”).

WHEREAS, under the terms of the Settlement and Release Agreement, Tuesday Morning Partners has agreed to convey, transfer, and assign to Assignee certain trademark registrations of Tuesday Morning Partners, and has agreed to execute and deliver this Trademark Assignment for recordation in the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Tuesday Morning Partners and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tuesday Morning Partners hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Tuesday Morning Partners’ right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Tuesday Morning Partners accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Tuesday Morning Partners hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Tuesday Morning Partners shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives,

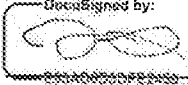
including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

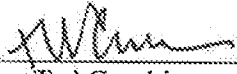
IN WITNESS WHEREOF, Tuesday Morning Partners has duly executed and delivered this Trademark Assignment as of the date first written above.

**TUESDAY MORNING PARTNERS,  
LTD.**, a Texas limited partnership

By:   
Name: Jennyfer Barber-Gray  
Title: Vice President/Interim General Counsel

AGREED TO AND ACCEPTED:

**TCO IP Holdco LLC**

By:   
Name: Ted Crockin  
Title: Responsible Party

## SCHEDULE 1

### Trademarks

#### Trademark Registrations

Mark	Jurisdiction	Reg. No.	Reg. Date
CHEFS	USA	5175002	April 4, 2017
CHEFS	USA	5174999	April 4, 2017
CHEFS	USA	5174998	April 4, 2017
CHEFS	USA	5174997	April 4, 2017
CHEFS	USA	5175001	April 4, 2017
CHEFS	USA	5184806	April 18, 2017
THE CHEFS CATALOG	USA	5546496	August 21, 2018
THE CHEF'S CATALOG	USA	1277563	May 8, 1984
CHEFS	China	20960796	December 21, 2017
CHEFS	China	20960993	January 7, 2018
CHEFS	China	20960992	January 21, 2018
CHEFS	China	20960991	October 28, 2018
CHEFS	China	20960794	December 7, 2017
CHEFS	China	20960797	December 21, 2017