

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CB SPECIALISTS, INC.		08/31/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	DELI DELICIOUS, LLC		
Street Address:	15 Somerset Street, Unit 602		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33767		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5507394	HOME OF THE SANDWICH THAT ATE BROOKLYN	
Registration Number:	5502514	THE LUCKY DILL	
Registration Number:	6082698	HOME OF THE SANDWICH THAT ATE BROOKLYN	
Registration Number:	5765911	NYC BAR	
Registration Number:	5765910	NYC BAR	
Registration Number:	5700539	THE LUCKY DILL	
Registration Number:	5787996	LIL DILL	
Registration Number:	5220606	THE LUCKY DILL	
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:	7274611818		
Email:	zacharym@jpfirm.com		
Correspondent Name:	Zachary D. Messa		
Address Line 1:	311 Park Place Boulevard, Suite 300		
Address Line 4:	CLEARWATER, FLORIDA 33759		
NAME OF SUBMITTER:	Zachary D. Messa		
SIGNATURE:	/Zachary D. Messa/		

OP \$215.00 5507394

DATE SIGNED:	09/06/2023
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Total Attachments: 8

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- source=LUCKY DILL 2023- IP Assignment#page2.tif
- source=LUCKY DILL 2023- IP Assignment#page3.tif
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- source=LUCKY DILL 2023- IP Assignment#page5.tif
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- source=LUCKY DILL 2023- IP Assignment#page7.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of August 31, 2023, is made by and among CB SPECIALISTS INC., a Florida corporation ("CB"), MMG PALM HARBOR LLC, a Florida limited liability company ("MMG"), LUCKY RESTAURANT MANAGEMENT LLC, a Florida limited liability company ("Lucky MGMT") (CB, MMG and Lucky MGMT are collectively, "Seller"), located 611 Maryland Ave. Crystal Beach, FL 34681, in favor of DELI DELICIOUS, LLC, a Florida limited liability company ("Buyer"), located at 15 Somerset Street, Unit 602, Clearwater, FL 33767, the purchaser of certain assets of Seller pursuant to a an Asset Purchase Agreement dated as of July 6, 2023, as amended, between Buyer and Seller (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the common law marks set forth on Schedule 1 hereto (the "Common Law Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Common Law Marks;

(b) the trademark registrations set forth on Schedule 2 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;

(c) the URLs, domain names and social media handles set forth on Schedule 3 hereto ("URLS") together with the goodwill of the business connected with the use of, and symbolized by, the URLs;

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

(e) 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

(f) 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. Seller 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 IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

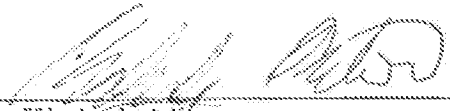
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

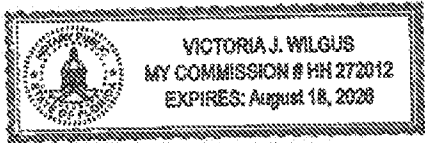
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

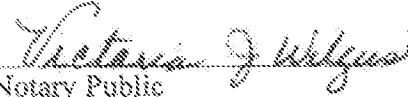
CB SPECIALISTS INC.

By: 
Name: Kimberly Mitow
Title: President
Address for Notices:

STATE OF FLORIDA)
)SS.
COUNTY OF PINELLAS)

On the 31st day of August, 2023, before me personally appeared Kimberly Mitow, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the president of CB SPECIALISTS INC., a Florida corporation, and acknowledged the instrument to be her free act and the free act and deed of CB SPECIALISTS INC. for the uses and purposes mentioned in the instrument.




Notary Public
Printed Name: VICTORIA J. WILGUS

AGREED TO AND ACCEPTED:

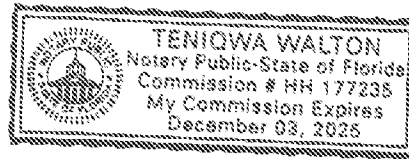
DELI DELICIOUS, LLC

By: *Michele LaGamba*
Name: Michele LaGamba
Title: Manager
Address for Notices:

STATE OF FLORIDA)
)SS.
COUNTY OF PINELLAS)

On the 31st day of AUG, 2023, before me personally appeared Michele LaGamba, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the manager of DELI DELICIOUS, LLC, a Florida limited liability company, and acknowledged the instrument to be her free act and the free act and deed of DELI DELICIOUS, LLC for the uses and purposes mentioned in the instrument.

Teniqua Walton
Notary Public
Printed Name: Teniqua Walton



SCHEDULE 1

ASSIGNED COMMON LAW MARKS

Common Law Marks

THE DITCH PLAINS SURF BAR
THE DITCH PLAINS SURF BAR Let The Good Times Roll!
THE LUCKY DILL DELI

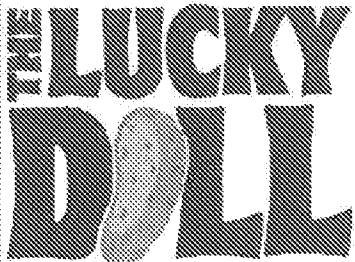


SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Serial Number	Reg. Number	Juris-diction	Reg. Date	Registry	Status
HOME OF THE SANDWICH THAT ATE BROOKLYN	87689187	5507394	U.S.	7/3/2018	Principal Registry	Live. Renewal filed 8/2/2023
	87689136	5502514	U.S.	6/26/2018	Principal Registry	Live. Renewal filed 8/2/2023
	87689179	6082698	U.S.	6/23/2020	Principal Registry	Live. Renewal due by 6/23/2026
	87689175	5765911	U.S.	5/28/2019	Supplemental Registry	Live. Renewal due by 5/28/2025
	87689167	5765910	U.S.	5/28/2019	Supplemental Registry	Live. Renewal due by 5/28/2025

	87689141	5700539	U.S.	3/19/2019	Principal Registry	Live. Renewal due by 3/19/2025
LIL DILL	86399631	5787996	U.S.	6/25/2019	Principal Registry	Live. Renewal due by 6/25/2025
THE LUCKY DILL	85937930	5220606	U.S.	6/13/2017	Principal Registry	Live. Renewal due by 6/14/2027

SCHEDULE 3

URLS

https://luckydilldeli.com/
https://www.facebook.com/LuckyDillDeli/
https://www.instagram.com/theoriginalluckydill/
https://twitter.com/luckydilldeli