

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/25/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, N.A.		11/09/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sokol and Company		
Street Address:	5315 Dansher Road		
City:	Countryside		
State/Country:	ILLINOIS		
Postal Code:	60525		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1049138	SOLO	
Registration Number:	0549420	SOLO	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	612-492-7810		
Email:	rgin@fredlaw.com		
Correspondent Name:	Rebecca Gin, Fredrikson & Byron, P.A.		
Address Line 1:	60 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	092661.0006		
NAME OF SUBMITTER:	Rebecca Gin		
SIGNATURE:	/Rebecca Gin/		
DATE SIGNED:	11/09/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT NUNC PRO TUNC

This Trademark Assignment Agreement ("Agreement") is made *nunc pro tunc* and has effect as of the 25th day of July, 2022, by and between Fifth Third Bank, National Association, formerly Cole Taylor Bank ("Assignor"), and Sokol and Company, an Illinois corporation ("Assignee").

WHEREAS, the predecessor company of Assignor Fifth Third Bank Association, Cole Taylor Bank, received a security interest to the Assigned Trademarks (defined below) in the form of a Collateral Assignment of Trademarks made May 23, 2008 and recorded at U.S. Trademark Office reel 003794 frame 0831, and subsequently Assignor provided a release to such security interest without assigning its rights in the Assigned Trademarks back to Assignee, and wishes to sell, assign and transfer to Assignee *nunc pro tunc* all worldwide right, title and interest in and to the Assigned Trademarks, including all rights associated the Assigned Trademarks, together with the goodwill symbolized by and associated therewith and the right to sue for past infringement thereof; and

WHEREAS, Assignee wishes to have all worldwide right, title and interest in and to the Assigned Trademark, including all rights associated with the Assigned Trademarks, together with the goodwill symbolized by and associated therewith and the right to sue for past infringement thereof;

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

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee *made nunc pro tunc* as of the 25th day of July, 2022 all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations set forth in Exhibit A hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any 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.


5. Governing Law. This Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have caused this Agreement to be executed and effective.

ASSIGNOR:

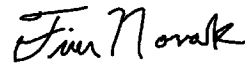
FIFTH THIRD BANK, NA

By: 

Dion R. Heintz, Senior Director

ASSIGNEE:

SOKOL AND COMPANY
an Illinois corporation,

By: 

Tim Novak, Chairman

Exhibit A

Assigned Trademarks

Trademark	Country Name	Registration Number	Registration Date
SOLO	United States of America	1049138	28-Sep-1976
SOLO	United States of America	1973444	07-May-1996
SOLO & Design	United States of America	549420	16-Oct-1951
SOLO (Stylized)	United States of America	2672137	07-Jan-2003
SOLO	United States of America	1278185	15-May-1984
SOLO	United States of America	692525	02-Feb-1960
BAKER BRAND	United States of America	2590726	09-Jul-2002
BAKER BRAND	United States of America	1832831	26-Apr-1994
BOHEMIAN KITCHEN	United States of America	1130948	12-Feb-1980
SIMON FISCHER	United States of America	2842456	18-May-2004
CHUN'S	United States of America	3047622	24-Jan-2006
SHIELD BRAND	United States of America	2164094	09-June-1998
SHIELDS	United States of America	769653	12-May-1964