

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SARDI'S HOLDING INC.		01/10/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SARDI'S ENTERPRISES, LTD.		
Street Address:	234 West 44th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1212788	SARDI'S	
Registration Number:	1153490		
CORRESPONDENCE DATA			
Fax Number:	2027471901		
<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:	12027471900		
Email:	ekomen@sheppardmullin.com		
Correspondent Name:	Edwin Komen		
Address Line 1:	2099 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 100		
Address Line 4:	Washington, D.C. 20006-6801		
ATTORNEY DOCKET NUMBER:	26GN-164828 & 164827		
NAME OF SUBMITTER:	Edwin Komen		
SIGNATURE:	/Edwin Komen/		
DATE SIGNED:	01/16/2024		
Total Attachments: 12			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement"), is concluded as of January 10th, 2024 (the "Effective Date") by and between SARDI'S HOLDING INC. ("Assignor"), a New York Corporation with an address at 234 West 44th Street, New York, NY 10036, and SARDI'S ENTERPRISES, LTD. ("Assignee"), a New York corporation with an address at 234 West 44th Street, New York, NY 10036.

WHEREAS, Assignor owns all right, title and interest in and to: (a) the trademarks and trademark registrations listed in Schedule A attached hereto and made a part hereof (the "Trademarks"); (b) the trade and fictitious name listed on Schedule B, attached hereto and made a part hereof (the "Name"); and (c) any and all of the signed caricatures and reproductions of signed caricatures of actors, actresses, playwrights, producers, directors, designers, press agents and other New York theater district personalities who frequented, or will frequent, Sardi's restaurant between 1927 through the end of time, including, without limitation, the signed caricatures and reproductions set forth on Schedule A, together with any and all such caricatures and reproductions obtained at any time in the future (collectively the "Artwork").

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademarks, the Name and the Artwork to Assignee;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **FOR AND IN CONSIDERATION** of the sum of [REDACTED] (the "Cash Consideration") and other valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to: (a) the Trademarks, including without limitation, the Trademark registrations, the goodwill of the business in connection with which the Trademarks are used, together with the right to sue and recover for past infringements, dilution and violations thereof, valued at [REDACTED] Dollars [REDACTED]; (b) the Name valued at [REDACTED] Dollars [REDACTED]; and (c) the Artwork, valued at [REDACTED] Dollars [REDACTED], and Assignee accepts such assignment and such Artwork.
2. The Cash Consideration will be paid by wire transfer no later than January 31st, 2024.
3. The Assignee shall have the unconditional right at any time hereafter to alter, modify, sell, license or otherwise dispose of the Artwork and any and all rights in the Artwork, and to retain the entire proceeds thereof for its exclusive benefit.
4. In connection with the transfer and assignment of all rights hereunder, the parties hereby agree that the License Agreement concluded between them as of May 1, 2017, is terminated effective immediately as of the Effective Date.

5. This Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of New York, without regard to the application of choice of law principles. If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, then such provision or provisions only will be deemed to be null and void and of no force or effect and will not affect any other provision of this Agreement, and the remaining provisions of this Agreement will remain operative and in full force and effect and will in no way be affected, prejudiced or disturbed.

6. The parties each consent to the jurisdiction of the courts of the State of New York, for the purpose of resolving all issues of law, equity, or fact arising out of or in connection with this Agreement. Any action involving claims of a breach of this Agreement must be brought in such courts. Each party consents to personal jurisdiction over such party in the state courts of New York and hereby waives any defense of lack of personal jurisdiction. Venue, for the purpose of all such suits, will be in New York County, New York.

7. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. PDF and facsimile copies of signatures shall be deemed for all purposes as originals.

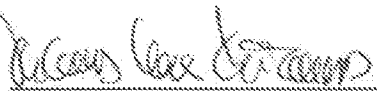
8. The undersigned agree to take any and all steps and to execute, acknowledge and deliver to the Assignee any and all further documents that may be necessary or desirable to effectuate this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Effective Date.

SARDI'S ENTERPRISES, LTD.

Assignee

By: 

Name: V. Max Klimavicius

Title: President

SARDI'S HOLDING INC.

Assignor

By: 

Name: V. Max Klimavicius

Title: President

STATE OF NEW YORK)

COUNTY OF NEW YORK)

)
) ss.:
)

On the 10 day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared V. Max Klimavicius, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity for each company named therein, and that by his signature on the instrument, the companies upon behalf of which the individual acted, executed the instrument.


Notary Public

Leon Smith
Notary Public, State of New York
No. 01SM4777366
Qualified in New York County
Commission Expires Sept 30, 2026

SCHEDULE A
Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Class(es)</u>
SARDI'S (signature)	1212788	10/12/1982	042
Misc. Design (drama masks)	1153490	5/5/1981	042
SARDI'S (signature)-Turkey	2019 13127	5/27/2019	043

SCHEDULE B

Name

Sardi's Restaurant

TRADEMARK

REEL: 008317 FRAME: 0764

SCHEDULE C
Artwork

(list follows)

SARDI'S ENTERPRISES LTD.

WRITTEN CONSENT OF THE SOLE DIRECTOR

IN LIEU OF MEETING

The undersigned, being the sole director of Sardi's Enterprises Ltd., a corporation organized under the laws of the State of New York (the "Corporation"), does hereby consent, pursuant to Section 705(b) of the New York Business Corporation Law, to the adoption of the following resolutions without a meeting as the duly adopted resolutions of the Board of Directors of the Corporation (the "Board"), and to the taking of the actions authorized thereby, said resolutions to be and read as follows:

WHEREAS, in accordance with certain assignment agreements, each dated as of May 1, 2017 (the "Original Assignments"), the Corporation transferred and assigned to Sardi's Holding Inc., a New York Corporation ("Sardi's Holding"), all rights, title and interest in the Artwork, Name and Trademarks, each as defined in the Original Assignments (the "Intellectual Property"), and thereafter received rights to use and sublicense the Intellectual Property pursuant to a License Agreement, also dated as of May 1, 2017 (the "License Agreement");

RESOLVED, that, in the judgment of the Board, it is deemed expedient, advisable and in the best interest of the Corporation for the Corporation that all rights, title and interest to the Intellectual Property should revert back to the Corporation pursuant to a new Assignment Agreement attached hereto as Exhibit A (the "New Assignment") and the License Agreement should be terminated effective as of the effective date of the New Assignment in consideration for payment by the Corporation of [REDACTED], which in the judgment of the Board, is fair and reasonable;

RESOLVED, that the form, terms and provisions of the New Assignment between the Corporation and Sardi's Holding attached hereto as Exhibit A be, and the same hereby is, authorized and approved in all respects;

RESOLVED, that the President of the Corporation be, and hereby is, authorized and directed, in the name and on behalf of the Corporation, to finalize, execute and deliver the New Assignment and to terminate the License Agreement, with such additions thereto and/or deletions therefrom as the President may determine, in his sole discretion, and that the execution and delivery thereof shall be conclusive evidence of the approval therefor; and be it further

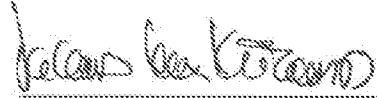
RESOLVED, that the President be, and hereby is, authorized, empowered and directed for, in the name and on behalf of the Corporation or otherwise, to take any and all actions, perform all such other acts and things, execute, file, deliver and/or record all such instruments, agreements or other documents, and make and receive all such payments as the President, may in his sole discretion, deem necessary or advisable in order to carry into effect the purposes and intent of the foregoing resolutions, including but not limited to authorizing and approving the filing of a Trademark assignment with the United States Patent and Trade Office (USPTO), and authority therefore to be

TRADEMARK

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conclusively evidenced by the taking of such action, performance of such acts and things, execution, filing, delivery and/or recording of such documents and/or making or receiving of such payments.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 10th day of January, 2024.



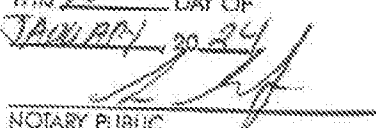
V. Max Klimavicius
Sole Director

STATE OF NEW YORK
COUNTY OF NEW YORK

SWORN TO BEFORE ME

THIS 10th DAY OF

JANUARY 20 24



NOTARY PUBLIC

Leon Smith
Notary Public, State of New York
No. 01SM477388
Qualified in New York County
Commission Expires Sept 30, 2026

EXHIBIT A

New Assignment Agreement
(follows)

SARDI'S HOLDING INC.

WRITTEN CONSENT OF THE SOLE DIRECTOR

IN LIEU OF MEETING

The undersigned, being the sole director of Sardi's Holding Inc., a corporation organized under the laws of the State of New York (the "Corporation"), does hereby consent, pursuant to Section 708(b) of the New York Business Corporation Law, to the adoption of the following resolutions without a meeting as the duly adopted resolutions of the Board of Directors of the Corporation (the "Board"), and to the taking of the actions authorized thereby, said resolutions to be and read as follows:

WHEREAS, in accordance with certain assignment agreements, each dated as of May 1, 2017 (the "Original Assignments"), the Corporation received from Sardi's Enterprises, Ltd., a New York Corporation ("Sardi's Enterprises"), all rights, title and interest in the Artwork, Name and Trademarks, each as defined in the Original Assignments (the "Intellectual Property"), and thereafter licensed the rights to use and sublicense the Intellectual Property back to Sardi's Enterprises pursuant to a License Agreement, also dated as of May 1, 2017 (the "License Agreement");

RESOLVED, that, in the judgment of the Board, it is deemed expedient, advisable and in the best interest of the Corporation for the Corporation that all rights, title and interest to the Intellectual Property should revert back to Sardi's Enterprises pursuant to a new Assignment Agreement attached hereto as Exhibit A (the "New Assignment") and the License Agreement should be terminated effective as of the effective date of the New Assignment in consideration for payment by Sardi's Enterprises of [REDACTED], which in the judgment of the Board, is fair and reasonable;

RESOLVED, that the form, terms and provisions of the New Assignment between the Corporation and Sardi's Enterprises attached hereto as Exhibit A be, and the same hereby is, authorized and approved in all respects;

RESOLVED, that the President of the Corporation be, and hereby is, authorized and directed, in the name and on behalf of the Corporation, to finalize, execute and deliver the New Assignment and to terminate the License Agreement, with such additions thereto and/or deletions therefrom as the President may determine, in his sole discretion, and that the execution and delivery thereof shall be conclusive evidence of the approval therefor; and be it further

RESOLVED, that the President be, and hereby is, authorized, empowered and directed for, in the name and on behalf of the Corporation or otherwise, to take any and all actions, perform all such other acts and things, execute, file, deliver and/or record all such instruments, agreements or other documents, and make and receive all such payments as the President, may in his sole discretion, deem necessary or advisable in order to carry into effect the purposes and intent of the foregoing resolutions, including but not limited to authorizing and approving the filing of a Trademark assignment with the United States Patent and Trade Office (USPTO), and authority therefore to be

conclusively evidenced by the taking of such action, performance of such acts and things, execution, filing, delivery and/or recording of such documents and/or making or receiving of such payments.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 10th day of January, 2024.



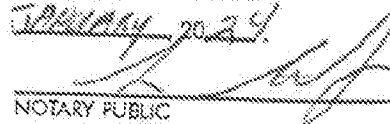
V. Max Klimavicius
Sole Director

STATE OF NEW YORK
COUNTY OF NEW YORK

SWORN TO BEFORE ME

THIS 10TH DAY OF

JANUARY, 2024.



NOTARY PUBLIC

Leon Smith

Notary Public, State of New York

No. 01SM477388

Qualified in New York County

Commission Expires Sept 30, 2026

EXHIBIT A

New Assignment Agreement
(follows)