

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI84615

<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>
1031 Rush, Inc.		02/14/2024	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Individual Name:</b>	Phil Stefani		
<b>Street Address:</b>	640 N. LaSalle Drive		
<b>Internal Address:</b>	Suite 590		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	INDIVIDUAL: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3486775	TAVERN ON RUSH	
<b>Registration Number:</b>	3486774	TAVERN ON RUSH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>	3145526000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Shoko Naruo		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	983132-223711		
<b>NAME OF SUBMITTER:</b>	KRISTIE NORRIS		
<b>SIGNATURE:</b>	KRISTIE NORRIS		
<b>DATE SIGNED:</b>	03/11/2024		
<b>Total Attachments: 5</b>			
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**EXHIBIT A:**

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (“**Assignment**”) is made and entered into as of February 14, 2024 (the “**Effective Date**”) by and between 1031 Rush, Inc., an Illinois corporation (“**Assignor**”), and Phil Stefani, an individual (“**Assignee**”). Assignor and Assignee are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to accept, all of Assignor’s right, title and interest in and to the TAVERN ON RUSH trademarks, including but not limited to the trademarks and applications and registrations therefor identified on the attached **Schedule A** and the goodwill of the business symbolized by the aforesaid trademarks, and the business of Assignor to which the aforesaid trademarks pertain, effective as of the Effective Date (collectively, the “**Trademarks**”).

**NOW THEREFORE**, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns all of Assignor’s right, title and interest in and to the Trademarks and applications and registrations therefor, including without limitation those listed on the attached **Schedule A**, together with the goodwill associated with the trademarks and symbolized thereby, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of any of the Trademarks and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing.
2. **Representations and Warranties.** Each Party represents and warrants it has the power to enter into this Assignment and perform its obligations under this Assignment. Each individual executing this Assignment on behalf of a Party represents and warrants he or she has full authority to do so.
3. **Further Assurances.** Assignor shall execute any further documents or instruments, and take further actions, as reasonably requested by Assignee and necessary to confirm, record or otherwise carry out the purposes or intent of this Assignment.
4. **Recordation.** Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the aforesaid trademarks, and to issue any and all trademark registrations thereon to Assignee.
5. **Counterparts.** This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. Signatures to this Assignment transmitted by electronic facsimile, electronic

mail in Portable Document Format or by any other electronic means will be deemed to be the delivery of an original counterpart of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

**ASSIGNOR:**  
**1031 RUSH, INC.**  
**SHAUNA KELLEY**

**ASSIGNEE:**  
**PHIL STEFANI**

By: Shaun Kelley

By: \_\_\_\_\_

**SRAC PROPERTIES**

By: Shaun Kelley

Name: Shauna Kelley  
Title: President

**SAM GUTILLA**

By: \_\_\_\_\_

**GUTILLA TRUST**

By: Shaun Kelley

Name: Shauna Kelley  
Title: Trustee

**PHIL STEFANI**

By: \_\_\_\_\_

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**SHAUNA KELLEY**

**ASSIGNEE:**  
**PHIL STEFANI**

By: \_\_\_\_\_

By: \_\_\_\_\_

**SRAC PROPERTIES**

By: \_\_\_\_\_

Name:

Title:

**SAM GUTILLA**

By:  \_\_\_\_\_

**GUTILLA TRUST**

By: \_\_\_\_\_

Name:

Title:

**PHIL STEFANI**

By: \_\_\_\_\_

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**SHAUNA KELLEY**

**ASSIGNEE:**  
**PHIL STEFANI**

By: \_\_\_\_\_

By:  \_\_\_\_\_

**SRAC PROPERTIES**

By: \_\_\_\_\_

Name:

Title:

**SAM GUTILLA**

By:  \_\_\_\_\_

**GUTILLA TRUST**

By: \_\_\_\_\_


Name:

Title:

**PHIL STEFANI**

By:  \_\_\_\_\_

**Schedule A**

Mark	Status	Goods/Services
<p><u>TAVERN ON RUSH</u> RN: 3486775</p>	<p>Renewed, February 10, 2018 Office Status: Registered and Renewed Int'l Class: 43 First Use: April 15, 1998 Filed: January 10, 2007 Registered: August 19, 2008 Last Renewal: August 19, 2018 Register Type: Principal Register - Sec. 2(F)</p>	<p>Int'l Class: 43 (Int'l Class: 43) restaurant and bar services</p>
<p><u>TAVERN ON RUSH and Design</u></p>  <p>RN: 3486774</p>	<p>Renewed, February 10, 2018 Office Status: Registered and Renewed Int'l Class: 43 First Use: April 15, 1998 Filed: January 10, 2007 Registered: August 19, 2008 Last Renewal: August 19, 2018 Register Type: Principal Register - Sec. 2(F)</p>	<p>Int'l Class: 43 (Int'l Class: 43) restaurant and bar services</p>