

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI110363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laura Beth Trust, as Investment Trustee of the Subtrust FBO Laura Beth Trust Under Article THIRD of MTDT 2009 Descendants' Trust		02/22/2024	Trust: MASSACHUSETTS
RECEIVING PARTY DATA			
Company Name:	Subtrust Under Article SECOND of MTDT 2009 Descendants' Trust		
Street Address:	39 Marshall Street		
City:	Brookline		
State/Country:	MASSACHUSETTS		
Postal Code:	02446		
Entity Type:	Trust: ALASKA		
Composed Of:	<ul style="list-style-type: none"> • Laura Beth Trust, MASSACHUSETTS, INDIVIDUAL • Michael A. Bass, MASSACHUSETTS, INDIVIDUAL • David Shaffel, ALASKA, INDIVIDUAL 		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1913573	FINAGLE A BAGEL	
Registration Number:	2146117	FINAGLE A BAGEL	
Registration Number:	3515263	FINAGLE	
Registration Number:	3698523	FINAGLE A BAGEL	
CORRESPONDENCE DATA			
Fax Number:	6177903300		
<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:	6177903417		
Email:	ahankins@bernkopflegal.com		
Correspondent Name:	Mr. Allen Hankins		
Address Line 1:	Bernkopf Goodman LLP		
Address Line 2:	Two Seaport Lane, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02210		

OP \$115.00.00 74278791

ATTORNEY DOCKET NUMBER:	37538/4
NAME OF SUBMITTER:	ALLEN HANKINS
SIGNATURE:	ALLEN HANKINS
DATE SIGNED:	03/21/2024

Total Attachments: 4

source=Trademark Assignment from Article Third of MTDT 2009 Descendants' Trust to Article Second of MTDT 2009 Descendants' Trust (Finagle Trademarks)#page1.tif

source=Trademark Assignment from Article Third of MTDT 2009 Descendants' Trust to Article Second of MTDT 2009 Descendants' Trust (Finagle Trademarks)#page2.tif

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is dated as of February 22, 2024.

WHEREAS, Laura Beth Trust, also known as Laura B. Trust, as Investment Trustee of the Subtrust FBO Laura Beth Trust Under Article THIRD of MTDT 2009 Descendants' Trust u/d/t dated February 12, 2009, as amended ("Laura's Article THIRD Trust"), Michael A. Bass, as Independent Trustee of Laura's Article THIRD Trust, and CIBC Trust Co., as Administrative Trustee of Laura's Article THIRD Trust (collectively, "Assignor"), are the sole and exclusive owners of the registered trademarks identified on Exhibit A attached hereto and made a part hereof (collectively, the "Trademark Registrations"), which are held in the name of Assignor on the records of the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, or the European Union Intellectual Property Office, as applicable and as set forth on Exhibit A; and

WHEREAS, Assignor desires to assign to Laura Beth Trust, also known as Laura B. Trust, as Investment Trustee of the Subtrust Under Article SECOND of MTDT 2009 Descendants' Trust u/d/t dated February 12, 2009, as amended (the "Article SECOND Trust"), Michael A. Bass, as Independent Trustee of the Article SECOND Trust, and David Shaftel, as Administrative Trustee of the Article SECOND Trust (collectively, "Assignee"), and Assignor and Assignee desire to execute and deliver this Trademark Assignment evidencing the transfer and assignment to Assignee of all of Assignor's right, title and interest in and to the Trademark Registrations, including the goodwill associated therewith.

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

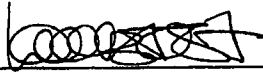
1. Assignment. Assignor hereby irrevocably conveys, assigns, and transfers unto Assignee, without encumbrance, restriction, or third-party interest, all of Assignor's right, title, and interest in and to the following, together with the goodwill of the business symbolized thereby:
 - a. the Trademark Registrations and all issuances, extensions, and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under the trademarks set forth on Exhibit A 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 and/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 authorizes the Commissioner for Trademarks (or other appropriate official whose duty it is to issue trademarks for any country) to record and register this Trademark Assignment upon request by Assignee. Assignor hereby covenants and agrees, upon Assignee's written request and without further remuneration but at no material cost, expense, or liability to Assignor, (a) to communicate to Assignee or its legal representatives all facts known to and readily ascertainable by Assignor respecting the Trademark Registrations; and (b) to execute all lawful documents and instruments and make all rightful oaths or declarations as are reasonable, necessary and appropriate to aid Assignee and Assignee's successors and assigns in confirming, preserving and protecting all rights in and to the Trademark Registrations (and any renewals therefor) in any country.

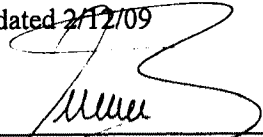
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IN TESTIMONY WHEREOF, Assignor and Assignee have caused this instrument of assignment to be signed by the duly authorized individuals identified below.

ASSIGNOR:



Laura Beth Trust, also known as Laura B. Trust, as Investment Trustee of the Subtrust FBO Laura Beth Trust Under Article THIRD of MTDT 2009 Descendants' Trust u/d/t dated 2/12/09

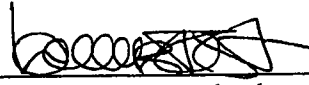


Michael A. Bass, as Independent Trustee of the Subtrust FBO Laura Beth Trust Under Article THIRD of MTDT 2009 Descendants' Trust u/d/t dated 2/12/09

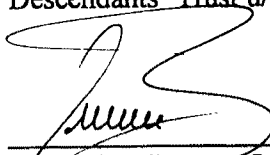


CIBC Trust Co., as Administrative Trustee of the Subtrust FBO Laura Beth Trust Under Article THIRD of MTDT 2009 Descendants' Trust u/d/t dated 2/12/09

ASSIGNEE:

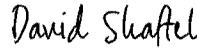


Laura Beth Trust, also known as Laura B. Trust, as Investment Trustee of the Subtrust Under Article SECOND of MTDT 2009 Descendants' Trust u/d/t dated 2/12/09



Michael A. Bass, as Independent Trustee of the Subtrust Under Article SECOND of MTDT 2009 Descendants' Trust u/d/t dated 2/12/09

DocuSigned by:



David Shafel, as Administrative Trustee of the Subtrust Under Article SECOND of MTDT 2009 Descendants' Trust u/d/t dated 2/12/09

EXHIBIT A**ASSIGNED TRADEMARK REGISTRATIONS**

Mark	Country	Reg. No.	Reg./App. Date
Finagle a Bagel (words only)	United States	Reg. No. 1913573	8/22/1995
Finagle a Bagel (with unique logo)	United States	Reg. No. 2146117	3/24/1998
Finagle (word only)	United States	Reg. No. 3515263	10/14/2008
Finagle a Bagel (with unique logo)	United States	Reg. No. 3698523	10/20/2009
Finagle a Bagel	Canada	Reg. No. TMA479851	8/7/1997
Finagle a Bagel	European Union	CTM No. 266734	5/17/1996