

900437784 02/01/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM460432

<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>
URBN FNB Holdings LLC		01/31/2018	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amici Hospitality I LLC,		
<b>Street Address:</b>	c/o Schulson Collective		
<b>Internal Address:</b>	1217 Sansom Street Suite 5S		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19107		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3543214	OSTER A	
Registration Number:	5108254	OSTERIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3053970845		
<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>	3053970845		
<b>Email:</b>	vcastellucci@cozen.com		
<b>Correspondent Name:</b>	Victor Castellucci		
<b>Address Line 1:</b>	South Biscayne Blvd, Suite 3000		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>NAME OF SUBMITTER:</b>	Victor Castellucci		
<b>SIGNATURE:</b>	/Victor Castellucci/		
<b>DATE SIGNED:</b>	02/01/2018		
<b>Total Attachments: 6</b>			
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## TRADEMARK, DOMAIN NAME AND SOCIAL MEDIA ASSIGNMENT

THIS IS A TRADEMARK, DOMAIN NAME AND SOCIAL MEDIA ASSIGNMENT (this “**Assignment**”), dated as of January 31, 2018 and effective as of the Effective Time (as defined below), by and among URBN FNB Holdings LLC, a Pennsylvania limited liability company (the “**Assignor**”), and Amici Hospitality I LLC, a Pennsylvania limited liability company (the “**Assignee**”). The Assignor and Assignee are sometimes hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**.” For purposes hereof, “**Effective Time**” shall mean 12.01 a.m. on February 1, 2018. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as such term is defined below).

### RECITALS:

WHEREAS, the Parties are entering into that certain Membership Interest Purchase Agreement on the date hereof (the “**Purchase Agreement**”), pursuant to which certain Intellectual Property Assets owned by Assignor and necessary for and used in connection with the Restaurant shall be assigned to Assignee at Closing; and

WHEREAS, the Parties wish to confirm through this Assignment the transfer and assignment of those certain Intellectual Property Assets as more fully set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor agrees as follows:

1. Assignment. Effective as of the Effective Time, Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee any and all right, title and interest in the following to the extent owned by Assignor:

(a) the domain name listed on the attached Schedule A, including the website, subpages and landing page associated therewith (the “**Domain Name**”);

(b) all images, text, and other content that are owned by Assignor contained on the Domain Name relating exclusively to the Restaurant, including any copyrights or other proprietary rights associated therewith, but excluding any trademarks or brands of Assignor not assigned under the Purchase Agreement;

(c) all rights and privileges held by Assignor in the Domain Name (which shall be held and enjoyed by Assignee and its successors and assigns);

(d) all rights held by Assignor to the social media accounts in Schedule A (the “**Media Accounts**”), including all images, text, and other content that are owned by Assignor contained on the Media Accounts, including any copyrights or other proprietary rights associated therewith, but excluding any trademarks or brands of Assignor not assigned under the Purchase Agreement;

(e) the OSTERIA trademark listed on Schedule A, including the U.S. registration and application therefor, and the goodwill associated therewith (hereinafter, the “**Mark**”), as well as the right to apply for and register additional or related marks that are similar to the Mark;

(f) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Mark, the Domain Name, and the Media Accounts from and after the Closing; and

(g) all claims or causes of action Assignor has or may have in connection with the Mark, the Domain Name, and the Media Accounts, including, without limitation, the right to sue and recover damages for any and all past, present and future infringements of the Mark or any copyrighted materials owned by Assignor and assigned pursuant to this Assignment;

all the foregoing to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor agrees (i) to reasonably cooperate with Assignee to initiate the transfer process in relation to the Domain Name and Media Accounts electronically from Assignor’s accounts to Assignee’s accounts as soon as practicable following the Effective Time, and (ii) that it shall, at the reasonable request of Assignee or its legal counsel, execute, acknowledge and deliver all such further documents, assignments, transfers and powers of attorney and perform or provide all such further acts, deeds and assurances as may be required to carry out the intent and purpose of this Assignment and to transfer and vest title to and in its Mark to Assignee and to perfect Assignee’s ownership of the Domain Name and Media Accounts (including, but not limited to, any transfer documents required by a domain name registrar or where electronic transfer is not possible); provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

3. Authorization. Assignor authorizes and requests the applicable registration or administrative authority transfer the Domain Name and Media Accounts from Assignor to Assignee.

4. Binding Agreement. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns, and all others acting by, through, with or under Assignor’s direction and all those in privity therewith.

5. Counterparts; Electronic Execution. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties may execute and deliver this Assignment by facsimile or similar electronic transmission device under which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes.

6. Entire Agreement. This Assignment, together with any documents entered into in connection herewith, constitute the entire agreement, and supersedes all prior or

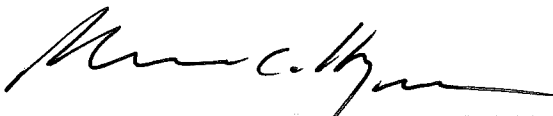
contemporaneous discussions, negotiations, agreements and understandings (both written and oral), between the Parties with respect to the subject matter hereof. This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the Parties.

*[Signature Page Follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

URBN FNB HOLDINGS LLC

By:   
Name: Richard A. Hayne  
Title: Chief Executive Officer

**ASSIGNEE:**

AMICI HOSPITALITY I LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the day and year first above written.


**ASSIGNOR:**

URBN FNB HOLDINGS LLC

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

AMICI HOSPITALITY I LLC

By:  \_\_\_\_\_  
Name: Jeffrey Michaud  
Title: Authorized Signatory

*[Signature Page to Trademark, Domain Name and Social Media Assignment]*

**SCHEDULE A**


**Domain Name**

http://www.osteriaphilly.com

**Social Media Accounts**

Facebook, Twitter, Flickr, Instagram, and all other social media accounts for Osteria Philly

**Mark**

<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
OSTERIA 	77454628	3543214	URBN FNB Holdings LLC
Use of OSTERIA mark on clothing	87004593	5108254	URBN FNB Holdings LLC