

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/01/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tartine Sponsor Holdings LLC		03/24/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tartine Holdings JV LLC		
<b>Street Address:</b>	4750 Wilshire Blvd.		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90010		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5319771	TARTINE BAKERY & CAFE	
<b>Registration Number:</b>	5319772	TARTINE	
<b>Registration Number:</b>	5319773	TARTINE	
<b>Registration Number:</b>	5319774	TARTINE BAKERY & CAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5108341928		
<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>	15108346600		
<b>Email:</b>	tmdocket@wendel.com		
<b>Correspondent Name:</b>	Eugene M. Pak		
<b>Address Line 1:</b>	1111 Broadway, 24th Floor		
<b>Address Line 4:</b>	Oakland, CALIFORNIA 94607		
<b>NAME OF SUBMITTER:</b>	Eugene M. Pak		
<b>SIGNATURE:</b>	/Eugene M. Pak/		
<b>DATE SIGNED:</b>	03/24/2022		
<b>Total Attachments: 3</b>			
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## NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT (No. 3)

This **NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT** ("Trademark Assignment"), effective as of June 2017, is made by **Tartine Sponsor Holdings LLC** ("Assignee"), a California limited liability company, with an address 4750 Wilshire Blvd., Los Angeles, CA 90010 ("Assignee"), in favor of **Tartine Holdings JV LLC** ("Assignee"), a California limited liability company, also with an address 4750 Wilshire Blvd. Los Angeles, CA 90010, the purchaser or acquiror of certain assets of Assignor pursuant to a prior contribution, purchase, transfer, operating, or other similar agreement between the Parties (the "Transfer Agreement").

WHEREAS, under the terms of the Transfer Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees 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, all of Assignor's right, title, and interest in and to the following:

- (a) the trademarks and trademark registrations set forth on Schedule 1 hereto, and any other mark containing the term TARTINE owned by Assignor at the time of the Transfer Agreement together with the goodwill of the business connected with the use of, and symbolized by the marks (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; and
- (c) any and all claims and causes of action of Assignor 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 Assignee or its successors-in-interest and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment upon request by Assignee or its successors-in-interest. 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. **Terms of the Transfer Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Transfer Agreement, to which reference is made for a further statement of the rights and obligations of the Parties with respect

to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities, if any, contained in the Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.

**4. 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.

**5. 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.

**6. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment as of the date first written above.

**ASSIGNOR:**

**ASSIGNEE:**

**Tartine Sponsor Holdings LLC**

**Tartines Holdings JV LLC**

By:   
Name: William Chait  
Title: Director / Manager

By:   
Name: Dar Vasseghi  
Title: Chief Executive Officer

**SCHEDULE 1  
ASSIGNED TRADEMARKS**

<b>Mark and Class</b>	<b>USPTO Reg. Number</b>	<b>Reg. Date</b>
TARTINE (Class 30)	5319772	Oct. 31, 2017
TARTINE (Class 35, 43)	5319773	Oct. 31, 2017
TARTINE BAKERY & CAFE (Class 30)	5319771	Oct. 31, 2017
TARTINE BAKERY & CAFE (Class 35, 43)	5319774	Oct. 31, 2017

<b>Mark and Class</b>	<b>Intl. Reg. Number</b>	<b>Reg. Date</b>
TARTINE BAKERY & CAFE (Class 30, 35, 43) (including all country designations)	1267588	July 10, 2015