

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773605

<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>
Lester's Girls' Shop, Inc.		01/27/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DENNY'S PLUS 5 LLC		
<b>Street Address:</b>	343B South Oyster Bay Road		
<b>City:</b>	Plainview		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10803		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3514714	LESTER'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	bnus@haugpartners.com		
<b>Correspondent Name:</b>	Ben Natter		
<b>Address Line 1:</b>	745 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10151		
<b>ATTORNEY DOCKET NUMBER:</b>	A932-3		
<b>NAME OF SUBMITTER:</b>	Juan Villazon		
<b>SIGNATURE:</b>	/Juan Villazon/		
<b>DATE SIGNED:</b>	12/12/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”) is made and entered into as of January 27, 2022 (“Effective Date”) by and between LESTER’S GIRLS’ SHOP, INC., a New York corporation (“Assignor”), and DENNY’S PLUS 5 LLC, a Delaware limited liability company (“Assignee”) (each of Assignor and Assignee a “Party”, and collectively, the “Parties”).

### RECITALS

WHEREAS, Assignor owns the following trademark and all good will and common-law rights associated with and symbolized by such trademark (the “Mark”):

Lester’s, Reg. No. 3514714

WHEREAS, pursuant to an Asset Purchase Agreement dated November 17, 2021, among Lester’s of Greenvale, LLC, Lester’s of Rye LLC, DL Greenvale, LLC, DL Rye Brook LLC, and for the limited purposes set forth therein, Perry Schorr, Sheri Schorr, Barry Cohen, Ron Klein, Jeff Klein and Marilyn Klein (the “Purchase Agreement”), Assignor is to assign the Mark to Assignee;

WHEREAS, Assignor and its owners are receiving direct and indirect benefits from the transactions contemplated by the Purchase Agreement;

WHEREAS, Assignee relied on Assignee’s entering into this Assignment Agreement when Assignee entered into the Purchase Agreement;

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Definitions.

“Assigned Property” means the Mark, and all trademark, copyright, trade dress and similar rights, if any, incorporated in or protecting the Mark, including any logos or graphic elements included in the Mark.

“Encumbrance” has the meaning set forth in the Purchase Agreement.

2. Assignment to Assignee; Restrictions. Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor’s right, title, and interest in and to the Assigned Property, together with the goodwill symbolized by the Mark. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, misappropriation, or other violation of the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, or other violation as well as the right to grant releases for past infringements.

3. Further Assurances. Assignor will take all actions and execute all documents as Assignee may reasonably request, at the expense of Assignor, to:

(a) effectuate the above transfer to Assignee of the Assigned Property, and the vesting of complete and exclusive ownership in Assignee of the Assigned Property; and

(b) provide Assignee with evidence of Assignor's rights and priority in and Assignor's use of the Assigned Property prior to the Effective Date, in any judicial, opposition, or other proceedings in respect of the Assigned Property, including for revocation of any of Assignor's rights in the Assigned Property.

6. Miscellaneous.

(a) Assignor and Assignee will bear their own costs and expenses (including legal fees and expenses) incurred in connection with this Assignment Agreement.

(b) This Assignment Agreement may only be amended, or any provision hereof waived, by an instrument in writing signed by each Party.

(c) This Assignment Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(d) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to principles of conflicts or choice of laws.


(e) The Parties agree that irreparable damage would occur if any provision of the Assignment Agreement were not performed in accordance with the terms of the Assignment Agreement, and that the Parties will be entitled to seek specific performance of the terms of the Assignment Agreement, in addition to any other remedy to which they are entitled at law or in equity.

(f) This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be electronic and may be delivered by electronic delivery, which shall be deemed originals.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed as of the date first above written.

**ASSIGNOR:**  
**LESTER'S GIRLS' SHOP, INC.**

By:   
Name: Perry Schorr  
Title: Authorized Signatory

**ASSIGNEE:**  
**DENNY'S PLUS 5 LLC**


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

*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed as of the date first above written.

**ASSIGNOR:**  
**LESTER'S GIRLS' SHOP, INC.**

By: \_\_\_\_\_  
Name: Perry Schorr  
Title: Authorized Signatory

**ASSIGNEE:**  
**DENNY'S PLUS 5 LLC**  
By:   
Name: Ronald Klein  
Title: Pres.

*[Signature Page to Trademark Assignment Agreement]*