

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bantam Bagels, LLC		10/19/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	BB Acquisition Holdings, LLC		
Street Address:	283 Bleeker Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4357485	BB	
Registration Number:	4481089	CHANGE THE WAY YOU BAGEL.	
Serial Number:	87406451	BANTAM	
Registration Number:	4819091	BAGEL STUFFINS	
Registration Number:	4851349	MINI STUFFED BANTAM BAKERY BAKED BALLS	
Registration Number:	5351202	BANTAM BAGELS NEW YORK CITY ORIGINAL	
Registration Number:	4481276	BANTAM	
Registration Number:	4349947	BANTAM BAGELS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	brian.downey@lancastercolony.com		
Correspondent Name:	Brian J. Downey		
Address Line 1:	380 Polaris Parkway, Suite 400		
Address Line 4:	Westerville, OHIO 43082		
NAME OF SUBMITTER:	Brian J Downey		
SIGNATURE:	/Brian J Downey/		

OP \$215.00 4357485

DATE SIGNED:	03/21/2019
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Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is effective as of October 19, 2018 (the "Effective Date") by and between Bantam Bagels LLC, a New York limited liability company ("Assignor") and BB Acquisition Holdings LLC, a New York limited liability company ("Assignee").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ownership. Assignor owns all right, title, and interest in the trademarks listed on Exhibit A attached hereto ("Assigned Marks") and is the registrant of the domain names listed on Exhibit B attached hereto ("Domain Names").
2. Transfer. Pursuant to that certain Asset Purchase Agreement, dated as of October 19, 2018 (the "Purchase Agreement"), Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest, throughout the world, in and to (i) the Assigned Marks and any application, registration, extension or renewal therefor, together with all common law rights, the goodwill of the business symbolized by the Assigned Marks, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned Marks, any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of the Assigned Marks; and (ii) the Domain Names, together with the goodwill of the business symbolized by the Domain Names to the extent that such Domain Names function as trademarks, including, without limitation Assignor's rights, title and interests in, to and in respect of (A) any trademark, service mark, or trade name that is identical or similar to the Domain Names; (B) the right to sue for past, present, and future infringements of the Domain Names or cybersquatting relating to similar domain names, including the right to all damages and payments associated therewith; (C) the right to secure all renewals for the registration of the Domain Names in Assignee's name; and (D) all other rights corresponding to the Domain Names from the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
3. Acceptance. Assignee hereby accepts the assignment described herein and assumes all ownership, rights, liabilities and obligations in connection with such assignment.
4. Recordation and Further Actions. Assignor hereby authorizes 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 Assignment upon request by Assignee. 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 Marks to Assignee, or any assignee or successor thereto. In addition to the foregoing, Assignor shall take all actions necessary to

unlock the Domain Names with the registrar and initiate a transfer request for the Domain Names to such registrant and administrative contact as provided by Assignee. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the submission of requests to the registrar, the provision of passwords and account information, 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 transfer and assignment of the Domain Names to Assignee, or any assignee or successor thereto, and to vest complete technical control over the Domain Names in Assignee, or any assignee or successor thereto.

5. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This 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 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). The Assignor and the Assignee each hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of Ohio or any court of the State of Ohio located in Franklin County, Ohio, in any action, suit or proceeding arising under or in connection with this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark and Domain Name Assignment Agreement as of the day and year first above written.

ASSIGNEE:

BB Acquisition Holdings LLC,
an New York limited liability company

By: 
Name: Matthew R. Shurte
Title: Secretary

ASSIGNOR:

Bantam Bagels LLC,
a New York limited liability company

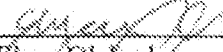

By: 
Name: Elyse Oleksak
Title: Managing Member

Exhibit A

Assigned Marks

<u>Mark</u>	<u>Registration #</u>	<u>Country</u>	<u>Status</u>
BANTAM BAGELS			
	4,349,947	USA	Registered
	303901239	Hong Kong	Registered
	1799961	Canada	Allowed
	1,319,609	Madrid Protocol	Registered
		- Australia (Reg. No. 1810043)	Registered
		- China	Registered
		- European Union	Registered
		- Israel	Registered
		- Japan	Registered
		- South Korea	Registered
		- Mexico (Reg. No. 1840251)	Registered
		- Singapore (Reg. No. 40201619922Y)	Registered
		- Turkey	Pending
	4,357,485	USA	Registered
CHANGE THE WAY YOU BAGEL			
	4,481,089	USA	Registered
BANTAM			
	4,481,276	USA	Registered
	87/406,451	USA	Allowed

BAGEL STUFFINS

4,819,091

USA

Registered



4,851,349

USA

Registered



5,351,202

USA

Registered

Exhibit B

Domain Names

bantambagels.com

bantambrands.com

bantambakerynyc.com