## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM661318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/09/2017

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SuckerPunch Gourmet, Inc.		06/04/2021	Corporation: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	Sucker Punch Gourmet, LLC
Street Address:	7525 W. 99th Place
City:	Bridgeview
State/Country:	ILLINOIS
Postal Code:	60455
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5185780	SUCKERPUNCH
Registration Number:	5185779	SUCKERPUNCH

### **CORRESPONDENCE DATA**

Fax Number: 2063599000

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.

Phone: 312-324-8438

pctrademarks@perkinscoie.com Email:

Perkins Coie LLP **Correspondent Name:** Address Line 1: P.O. Box 2608

Address Line 2: Attn: Thomas L. Holt, Esq. Address Line 4: Seattle, WASHINGTON 98111

ATTORNEY DOCKET NUMBER:	122886-4000
NAME OF SUBMITTER:	Thomas L. Holt
SIGNATURE:	/Thomas L. Holt/
DATE SIGNED:	07/20/2021

**Total Attachments: 6** 

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#### ASSIGNMENT OF TRADEMARK RIGHTS - NUNC PRO TUNC

This Trademark Assignment ("Assignment", effective as of June 9, 2017 ("Effective Date")), is made by and between SuckerPunch Gourmet, Inc., an Illinois corporation with its principal place of business formerly located at 6475 Joliet Road, Suite B, Lagrange Highlands, Illinois 60525 ("Assignor") and Sucker Punch Gourmet, LLC, a Delaware limited liability company with its principal place of business at 7525 W. 99th Place, Bridgeview, Illinois 60455 ("Assignee").

WHEREAS, as of the Effective Date, Assignor owned all rights, title, and interest in and to the trademarks set forth in Schedule A, attached hereto and incorporated herewith, and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for these trademarks (hereinafter such trademark rights are collectively referred to as the "Trademarks"), as well as the goodwill of the business associated with and symbolized by these Trademarks;

WHEREAS, Assignor wishes to confirm its transfer of the Trademarks and the registrations and applications therefor, together with the goodwill of the business associated with and symbolized by the Trademarks, to Assignee in a form acceptable for recordation with the United States Patent and Trademark Office and foreign trademark jurisdictions; and

WHEREAS, Assignee wishes to confirm its acquisition and acceptance of Assignor's rights, title, and interest in and to the Trademarks, including the corresponding goodwill of the business associated with and symbolized by the Trademarks, in a form acceptable for recordation with the United States Patent and Trademark Office and foreign trademark jurisdictions.

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

- 1. Assignor does hereby assign and transfer to Assignee all worldwide rights, title, and interest in and to the Trademarks identified in Schedule A, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, the goodwill of the business associated with and symbolized by the Trademarks, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.
- 2. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may reasonably deem necessary to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

- 3. The parties may execute and deliver this agreement either originally, by facsimile or in pdf via email, and in one or more counterparts, each of which together shall be deemed the complete and fully executed agreement.
- 4. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.
- 5. This Assignment is expressly made NUNC PRO TUNC, this Assignment to have the same legal force and effect as if executed on the Effective Date.

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the date set forth below.

## **ASSIGNOR**

SUCKERPUNCH GOURMET, INC., an Illinois corporation

Signature:	lok Advani
Printed Name:	Alok Advani
Title:	CEO
Date:	6/4/2021

# Acceptance of Assignment

*	C, the Assignee above, does hereby accept the assignment of goodwill, common law rights, and that portion of Assignor's cribed above.
Signed this day of	_, 2021.
	SUCKER PUNCH GOURMET, LLC, a Delaware limited liability company
	Signature:
	Printed Name:
	Title:

# **EXHIBIT A**

# **United States Trademark Registrations**

Trademark	Country	Registration No.
SUCKERPUNCH & Pickle Design	United States	5185780
SUCKERPUNCH & Flame Design	United States	5185779
(SUCKERPUNCH)		

# **Foreign Trademark Registrations**

Trademark	Country	Registration No.
SUCKERPUNCH	Australia	1797637
SUCKERPUNCH & Pickle Design	Australia	1797643
SUCKERPUNCH & Flame Design	Australia	1797647
(SUCKERPUNCH)		
SUCKERPUNCH	European Union	15810691
SUCKERPUNCH & Pickle Design	European Union	15814081

Trademark	Country	Registration No.
SUCKERPUNCH & Flame Design	European Union	15814031
SUCKERPUNCH)		
SUCKERPUNCH	United Kingdom	UK00915810691
SUCKERPUNCH & Pickle Design	United Kingdom	UK00915814081
SUCKERPUNCH & Flame Design	United Kingdom	UK00915814031
(SUCKERPUNCH)		

## Acceptance of Assignment

Sucker Punch Gourmet, LLC, the Assignee above, does hereby accept the assignment of the Trademarks, together with all goodwill, common law rights, and that portion of Assignor's business appurtenant thereto as described above.

Signed this 4 day of July, 2021.

**RECORDED: 07/20/2021** 

SUCKER PUNCH GOURMET, LLC, a Delaware limited liability company

Signature:

Printed Name:

Title:

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