

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jim N Nicks BarBQ Riverchase, Inc.		09/25/2014	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Jim N Nicks Management, LLC		
Street Address:	3755 Corporate Woods Drive		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76453164	JIM 'N NICK'S BAR-B-Q	
Serial Number:	86209451	JIM 'N NICK'S BAR-B-Q	
Serial Number:	86209455	JIM 'N NICK'S COMMUNITY BAR-B-Q	
Serial Number:	86209458	JIM 'N NICK'S COMMUNITY BAR-B-Q	
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>			
Phone:	2052972237		
Email:	brad.anderson@butlersnow.com		
Correspondent Name:	Brad Anderson		
Address Line 1:	1819 5th Ave. N.		
Address Line 2:	Suite 1000		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	John Michael Bodnar		
SIGNATURE:	/John Michael Bodnar/		
DATE SIGNED:	09/25/2014		
Total Attachments: 5			
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of the 25th day of September, 2014 (the "Effective Date"), by and between JIM 'N NICK'S BARBQ RIVERCHASE, INC., an Alabama corporation ("Assignor"), and JIM 'N NICK'S MANAGEMENT, L.L.C. a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement of even date herewith (the "Contribution Agreement"); and

WHEREAS, in accordance with the Contribution Agreement, Assignor desires to assign, convey, transfer and deliver to Assignee, and Assignee desires to accept, all right, title and interest, including without limitation all common law rights and goodwill that Assignor may have in and to the trademarks shown on Schedule A attached hereto (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the parties' agreements set forth in the Contribution Agreement, and 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, convey, transfer and deliver, irrevocably and forever, to Assignee all right, title and interest that Assignor may have in and to the Trademarks throughout the world, together with all common law rights and goodwill associated therewith, all rights to trademark applications and registrations related thereto, all rights to file applications for the registration thereof, all rights to secure all renewals and extensions thereof in all countries, and all rights to sue and recover for and to receive profits or damages due or accrued arising out of or in connection with any and all causes of action, including but not limited to all past, present or future infringements or dilution of or misappropriation of or damage or injury to, the Trademarks.

2. Assignor represents and warrants to Assignee, its successors and assigns that: (a) Assignor has not previously entered into any agreement to pledge, hypothecate, assign, convey, license, transfer or otherwise encumber any right, title and interest, including without limitation all common law rights and goodwill, that Assignor may have, if any, in and to the Trademarks; (b) the Trademarks and the use thereof does not and will not, infringe or otherwise violate the rights of any third parties; and (c) no third party has any right to use the Trademarks pursuant to a license, sublicense, permission, any other type of agreement, or otherwise.

3. To the extent that any of the Trademarks being assigned to Assignee hereunder are "intent-to-use" trademark applications, Assignor acknowledges and agrees that such applications are being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Trademarks covered by such intent to use applications will be used.

4. Assignee does not assume or agree to pay, perform or discharge, and shall not be responsible for, any liabilities or obligations with respect to the Trademarks that relate to periods prior to the Effective Date.

5. Assignor shall not use, register or attempt to register the Trademarks or variations thereof, whether alone or in combination with other words or design. Assignor shall not, directly or indirectly, oppose, seek to cancel, or otherwise interfere or challenge Assignee's use or registration of any Trademarks, or any variations thereof.

6. Assignor agrees to indemnify and save Assignee harmless from and against any and all third-party claims and demands in connection with the Trademarks arising from any breach of Assignor's representations, warranties, and obligations under this Agreement and any act or omission of Assignor prior to Assignor's execution of this Assignment, and from and against any and all costs, expenses and liabilities incurred by Assignee in connection with any such claims and/or proceedings brought thereon.

7. Assignor shall, upon reasonable request, furnish all necessary documentation relating to or supporting chain of title, sign all appropriate papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary in connection with any future applications relating to the Trademarks, or for vesting title to, and effecting the transfer and recording of, the Trademarks and all applications and registrations therefor in Assignee, its successors, assigns and legal representatives or nominees.

8. This Assignment is absolute, exclusive and irrevocable.

9. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware.

10. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

12. If any term or provision of this Assignment shall, to any extent, be invalid or unenforceable, the remainder of the Assignment shall not be affected thereby and shall be valid and be enforced to the fullest extent permitted by law.

13. This Assignment, together with the Contribution Agreement, contains the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No modification, amendment or alteration of this Assignment shall be effective unless the same shall be in writing and signed by Assignor and Assignee.

In witness whereof, the parties have caused this Assignment to be executed effective as of the Effective Date.

Assignor:
JIM 'N NICKY BARBQ RIVERCHASE, INC.

By: 
John Michael Bodnar

Title: Vice President

Assignee:
JIM 'N NICKY MANAGEMENT, LLC




By: 
John Michael Bodnar

Title: Manager


SCHEDULE A

Trademarks

U.S. Trademarks

Mark	Serial No. Reg. No.	Filing Date Reg. Date	Status
JIM 'N NICK'S COMMUNITY BAR-B-Q & Design 	86209458	March 3, 2014	Pending
JIM 'N NICK'S COMMUNITY BAR-B-Q & Design 	86209455	March 3, 2014	Pending
JIM 'N NICK'S BAR-B-Q	86209451	March 3, 2014	Pending
JIM 'N NICK'S BAR-B-Q & Design 	76453164 2835969	September 26, 2002 April 27, 2004	Renewed

State Trademarks

Owner	Mark	State	Reg. No.	Reg. Date	Status
Jim 'N Nick's Bar B Q Riverchase, Inc.	JIM 'N NICK'S BAR-B-Q & Design 	Alabama	108 - 687	December 18, 2002	Registered
Jim 'N Nick's Bar B Q Riverchase,	JIM 'N NICK'S BAR-B-Q	Colorado	20061528690	December 28, 2006	Registered

Inc. Jim 'N Nick's Bar B Q Riverchase, Inc.	JIM 'N NICK'S BAR-B-Q	Florida	T05000000164	February 7, 2005	Registered
Jim 'N Nick's Bar B Q Riverchase, Inc.	JIM 'N NICK'S BAR-B-Q	Georgia	S-21981	March 28, 2005	Registered
Jim 'N Nick's Bar B Q Riverchase, Inc.	JIM 'N NICK'S BAR-B-Q	South Carolina	N/A	August 22, 2007	Registered
Jim 'N Nick's Bar B Q Riverchase, Inc.	JIM 'N NICK'S BAR-B-Q	Tennessee	N/A	August 23, 2004	Registered

11/27/2013