

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bacon Brothers LLC		04/21/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bacon Brothers Food Group LLC		
Street Address:	135 Interstate Blvd #6		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29615		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85924711	BACON BROS PUBLIC HOUSE	
Serial Number:	86148132		
Serial Number:	86263509	BRINGIN' HOME THE BACON	
Serial Number:	85931286	POWERED BY BACON	
Serial Number:	86330281	BACON GIVES ME A LARDON	
CORRESPONDENCE DATA			
Fax Number:	8649903808		
<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:	864-371-6461		
Email:	mikep@baconbrothersfoodgroup.com		
Correspondent Name:	Mike Porter		
Address Line 1:	135 Interstate Blvd #6		
Address Line 4:	Greenville, SOUTH CAROLINA 29615		
NAME OF SUBMITTER:	Mike Porter		
SIGNATURE:	/Mike Porter/		
DATE SIGNED:	04/23/2015		

OP \$140.00 85924711

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and effective as of April 20, 2015 ("Effective Date") by and between Bacon Brothers, LLC a South Carolina Limited Liability Company (the "Assignor") and Bacon Brothers Food Group, LLC, a limited liability company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Intellectual Property (as defined below); and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Intellectual Property; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

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

1. ASSIGNMENT OF INTELLECTUAL PROPERTY.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the intellectual property referred to in Exhibit A hereto;
- (b) all precursors, portions, and works in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials, and tools relating thereto or to the development, support, or maintenance thereof;
- (c) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, and all other intellectual property rights and all business, contract rights, and goodwill in, incorporated, or embodied in, used to develop, or related to any of the foregoing; and
- (d) the registrations and applications for registrations of the foregoing (collectively "Intellectual Property").

2. CONSIDERATION.

As consideration for the assignment of the Intellectual Property and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of two thousand dollars (\$2,000.00), to be paid within thirty (30) days of the Effective Date.

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner (other than the Assignee) of all right, title, and interest in and to the Intellectual Property;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Intellectual Property or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) [is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property]; and
- (g) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to any item of Intellectual Property purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Intellectual Property for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Intellectual Property, reasonably necessary to record the assignment in the United States [and throughout the world];
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States [and throughout the world]; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a patent, copyright, or trademark on any of the Intellectual Property and on any continuing, divisional, or reissue applications thereof.

6. INDEMNIFICATION. (Choose only one)

Option 1: More favorable to the Assignee

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Intellectual Property or its use, manufacture, sale, distribution, or reproduction infringes or misappropriates any copyrights, trade secrets, patents, or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Intellectual Property by the Assignor; and

- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

Option 2: More favorable to the Assignor

In the event that any of the Intellectual Property infringes on any United States patent, copyright, trademark, or trade secret of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignee against such claim; provided that all of the following are true:

- (a) the Assignee promptly gives notice of any such claim to the Assignor;
- (b) the Assignor controls the defense and settlement of such claim;
- (c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim;
- (d) the Assignee stops all sales, distribution, and public use of the infringing Intellectual Property, if requested by the Assignor.

If the Assignee is enjoined from further sale or distribution of any infringing Intellectual Property or if the Assignee stops selling or distributing any of the Intellectual Property pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to sell the infringing Intellectual Property;
- (b) modify the infringing Intellectual Property to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Intellectual Property to the Assignee pursuant to this Assignment (if practicable); or
- (d) refund the amount paid under this Assignment for the infringing Intellectual Property to the Assignee, on such terms and conditions as the Parties may thereafter agree.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Intellectual Property not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

7. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

8. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

9. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:
Bacon Brothers LLC
3620 Pelham Rd
Greenville, SC 29615
Attn: Jason Callaway

If to the Assignee:
Bacon Brothers Food Group LLC
135 Interstate Blvd, Unit 6
Greenville, SC 29615
Attn: Mike Porter

10. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of South Carolina. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

11. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

12. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

13. ENTIRE AGREEMENT.

This Assignment, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

14. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR

Bacon Brothers LLC

By: 
Name: Jason Callaway
Title: COO

ACKNOWLEDGMENT
OF NOTARY PUBLIC

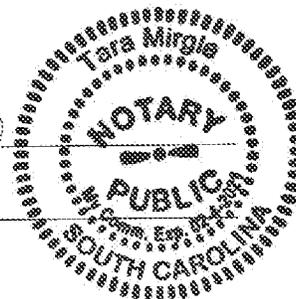
State of South Carolina)
County of Greenville) ss

On this 20th day of April, 2015, before me, the undersigned Notary Public, personally appeared before me Jason Callaway, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the COO of the Bacon Brothers LLC and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Tara Mirglo

My Commission Expires: 2-4-21



ASSIGNEE

Bacon Brothers Food Group LLC

By: [Signature]
Name: Mike Porter
Title: CFO

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of South Carolina)
County of Greenville) .ss

On this 20th day of April, 2015, before me, the undersigned Notary Public, personally appeared before me Mike Porter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the CFO of the Bacon Brothers Food Group LLC and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Tara Mirgale

My Commission Expires: 2.4.21



EXHIBIT A:



Word Mark BACON BROS PUBLIC HOUSE EST 2012

Goods and Services IC 043. US 100 101. G & S: Bar services; Restaurant services. FIRST USE: 20130426. FIRST USE IN COMMERCE: 20130426

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 03.07.09 - Boars; Hogs; Pigs; Pigs, boars
26.03.17 - Concentric ovals; Concentric ovals and ovals within ovals; Ovals within ovals; Ovals, concentric
26.03.21 - Ovals that are completely or partially shaded

Serial Number 85934145

Filing Date May 16, 2013

Current Basis 1A

Original Filing Basis 1A

Published for Opposition November 19, 2013

Registration Number 4477339

Registration Date February 4, 2014

Owner (REGISTRANT) Bacon Brothers LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA 135 Interstate Blvd, Suite 6 Greenville SOUTH CAROLINA 29615

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BACON" AND "EST" AND "2012" AND "PUBLIC HOUSE" APART FROM THE MARK AS SHOWN

Description of Mark Color is not claimed as a feature of the mark. The mark consists of the stylized words and numbers "Bacon Bros Public House Est 2012". An oval with a darker outlined border. The words "Bacon Bros" on the inside top portion of the oval with a drawing of a pig below them. The words "Public House" below the pig also inside the oval. The letters "Est" to the left of the pig. The numbers "2012" to the right.

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

Bacon Bros Public House

Word Mark BACON BROS PUBLIC HOUSE
Goods and Services IC 035. US 100 101 102. G & S: Retail store services featuring food. FIRST USE: 20120401. FIRST USE IN COMMERCE: 20120401
IC 043. US 100 101. G & S: Bar services; Restaurant services. FIRST USE: 20120401. FIRST USE IN COMMERCE: 20120401

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85924711

Filing Date May 6, 2013

Current Basis 1A

Original Filing Basis 1A

Published for Opposition October 15, 2013

Registration Number 4458456

Registration Date December 31, 2013

Owner (REGISTRANT) Bacon Brothers LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA Suite 6 135 Interstate Blvd Greenville SOUTH CAROLINA 29615

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BACON" AND "PUBLIC HOUSE" APART FROM THE MARK AS SHOWN

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE



Goods and Services IC 025. US 022 039. G & S: Hats; Shirts. FIRST USE: 20130601. FIRST USE IN COMMERCE: 20130901

IC 043. US 100 101. G & S: Restaurants. FIRST USE: 20130601. FIRST USE IN COMMERCE: 20130901

Mark Drawing Code (2) DESIGN ONLY

Intellectual Property Assignment

TRADEMARK
REEL: 005502 FRAME: 0647

Design Search Code 03.07.09 - Boars; Hogs; Pigs; Pigs, boars
 18.03.04 - Dollies; Wagons, children's
Serial Number 86148132
Filing Date December 19, 2013
Current Basis 1A
Original Filing Basis 1A
Published for Opposition March 25, 2014
Registration Number 4669952
Registration Date January 13, 2015
Owner (REGISTRANT) Bacon Brothers LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA Unit 6 135 Interstate Blvd Greenville SOUTH CAROLINA 29615
Description of Mark Color is not claimed as a feature of the mark. The mark consists of a drawing of a pig sitting in a child's wagon.
Type of Mark TRADEMARK. SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Bringin' Home the Bacon

Word Mark BRINGIN' HOME THE BACON
Goods and Services IC 043. US 100 101. G & S: Restaurant and bar services. FIRST USE: 20130529. FIRST USE IN COMMERCE: 20130529
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86263509
Filing Date April 25, 2014
Current Basis 1A
Original Filing Basis 1A
Published for Opposition September 16, 2014
Registration Number 4649119
Registration Date December 2, 2014
Owner (REGISTRANT) Bacon Brothers LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA Unit 6 135 Interstate Blvd Greenville SOUTH CAROLINA 29615
Type of Mark SERVICE MARK
Register PRINCIPAL

Live/Dead Indicator LIVE

Powered by Bacon

Word Mark POWERED BY BACON
Goods and Services IC 043. US 100 101. G & S: Restaurant services. FIRST USE: 20130401. FIRST USE IN COMMERCE: 20130401
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85931286
Filing Date May 14, 2013
Current Basis 1A
Original Filing Basis 1A
Published for Opposition November 26, 2013
Registration Number 4480299
Registration Date February 11, 2014
Owner (REGISTRANT) Bacon Brothers LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA Suite 6 135 Interstate Blvd Greenville SOUTH CAROLINA 29615
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Bacon gives me a lardon

Word Mark BACON GIVES ME A LARDON
Goods and Services IC 043. US 100 101. G & S: Restaurant and bar services. FIRST USE: 20131221. FIRST USE IN COMMERCE: 20131221
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK

Intellectual Property Assignment

TRADEMARK
REEL: 005502 FRAME: 0649

Serial Number 86330281
Filing Date July 7, 2014
Current Basis 1A
Original Filing Basis 1A
Published for
Opposition September 16, 2014
Registration
Number 4649349
Registration Date December 2, 2014
Owner (REGISTRANT) Bacon Brothers LLC LIMITED LIABILITY COMPANY SOUTH
CAROLINA #6 135 Interstate Blvd Greenville SOUTH CAROLINA 29615
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Intellectual Property Assignment

RECORDED: 04/23/2015

TRADEMARK
REEL: 005502 FRAME: 0650