

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Beef Jerky Outlet Franchise Inc		09/15/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	BJO Holdings LLC		
Street Address:	6312 KINGSTON PIKE STE 100		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37919		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3009689	THE BEEF JERKY OUTLET	
Registration Number:	4014963	THE BEEF JERKY OUTLET	
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:	865-934-8000		
Email:	morselaw@gmail.com, scott@beefjerkyoutlet.com		
Correspondent Name:	Scott Parker		
Address Line 1:	PO Box 575		
Address Line 4:	Seymour, TENNESSEE 37865		
ATTORNEY DOCKET NUMBER:	BJO TM ASSIGNMENT		
NAME OF SUBMITTER:	Daniel J. Morse		
SIGNATURE:	/Daniel J. Morse/		
DATE SIGNED:	09/16/2015		
Total Attachments: 2			
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OP \$65.00 3009689

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between The Beef Jerky Outlet Franchise, Inc., a Tennessee corporation ("Assignor") and BJO Holdings LLC, a Tennessee limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the actual trademarks identified as follows:

1) THE BEEF JERKY OUTLET, a word mark, identified by serial number 76101362 and registration number 3009689 on the Supplemental Register of the US Patent and Trademark Office; and

2) THE BEEF JERKY OUTLET, A DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS, identified by serial number 85105270 and registration number 4014963 on the Principal Register of the US Patent and Trademark Office (collectively the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00, the sufficiency and receipt of which is hereby acknowledged.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: NONE

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Knox County and the State of Tennessee.

ASSIGNEE:

BJO Holdings LLC

Signature: _____

Scott Parker
Manager

Date: _____

9/15/15

ASSIGNOR:

The Beef Jerky Outlet Franchise, Inc.

Signature: _____

Scott Parker
President

Date: _____

9/15/15