

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huey Magoo's Franchising, LLC		05/04/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	HM Acquisition, LLC		
Street Address:	4941 Sarazen Drive		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33021		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3973005	HUEY MAGOOS CHICKEN TENDERS	
CORRESPONDENCE DATA			
Fax Number:	7172577580		
<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:	617.912.0969		
Email:	IPGroupMailbox@saul.com		
Correspondent Name:	Brian R. Landry - Saul Ewing LLP		
Address Line 1:	Centre Square West		
Address Line 2:	1500 Market Street, 38th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102-2186		
NAME OF SUBMITTER:	Brian R. Landry		
SIGNATURE:	/Brian R. Landry/		
DATE SIGNED:	05/06/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), is made as of May 4, 2016 by and between Huey Magoo’s Franchising, LLC, dba Huey Magoo’s Chicken Tenders, a Florida limited liability company (“Seller”) and HM Acquisition, LLC, a Delaware limited liability company (“Acquiror”).

WITNESSETH:

WHEREAS, the parties hereto are also parties to a Contribution and Acquisition Agreement, dated as the date hereof, by and among Seller and Acquiror and the other signatory parties thereto (the “Contribution Agreement”); and

WHEREAS, under the terms of the Contribution Agreement, Seller has conveyed, transferred and assigned to Acquiror certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office.

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. In consideration for the execution of the Contribution Agreement, the payment of the consideration stipulated in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Acquiror, and Acquiror hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned IP”):

- (a) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);
- (b) the trademark registrations and applications set forth in Schedule B hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “Trademarks”);
- (c) the copyright registrations, applications for registration set forth in Schedule C hereto and all issuances, extensions and renewals thereof (the “Copyrights”);
- (d) all rights of any kind whatsoever of Seller accruing under Sections 1(a)-(c) of this IP Assignment provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all items under Sections

1(a)-(d) of this IP Assignment, except as otherwise provided for in the Contribution Agreement; and

- (f) any and all claims and causes of action, with respect to Sections 1(a)-(e) of this IP Assignment, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon written and appropriate request by Acquiror. Seller shall cooperate with Acquiror in any action Acquiror reasonably requests that Seller take in order to effectuate, carry out, or fulfill the parties' intent and/or Seller's obligations under this IP Assignment, including, without limitation, the execution of any instruments and paper that are reasonably necessary to consolidate, confirm, vest and/or record Acquiror's ownership of the Assigned IP with, for example, the U.S. Copyright Office, the U.S. Patent and Trademark Office, or equivalent foreign offices.

3. Terms of the Contribution Agreement. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded this IP Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms of this IP Assignment, the terms of the Contribution Agreement shall govern.

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

5. Governing Law. This IP Assignment and the rights and duties of the parties hereto shall be governed by the laws of the State of Delaware without regard to principles of conflicts of laws.

6. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the day and year first above written.

HM ACQUISITION, LLC

By: 

Name: Andrew Howard

Title: Chief Executive Officer

HUEY MAGOO'S FRANCHISING, LLC DBA
HUEY MAGOO'S CHICKEN TENDERS

By: _____

Name:

Title:

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

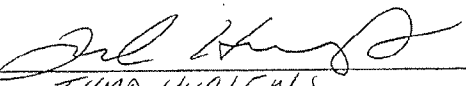
TRADEMARK
REEL: 005788 FRAME: 0929

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the day and year first above written.

HM ACQUISITION, LLC

By: _____
Name: Andrew Howard
Title:

**HUEY MAGOO'S FRANCHISING, LLC DBA
HUEY MAGOO'S CHICKEN TENDERS**

By:  _____
Name: CHAD HUDGENS
Title: MANAGER

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

SCHEDULE A
ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B
ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK
APPLICATIONS

See attached: United States Patent and Trademark Office Reg. No. 3,973,005, Registered June 7, 2011, Int. Cl.: 43; Ser. No. 85-035,180, Filed 5/11/2010.



United States of America

United States Patent and Trademark Office



Reg. No. 3,973,005

Registered June 7, 2011

Int. Cl.: 43

SERVICE MARK

PRINCIPAL REGISTER

HUEY MAGOO'S FRANCHISING, LLC (FLORIDA LIMITED LIABILITY COMPANY)
4293 ALAFAYA TRAIL,
OVIEDO, FL 32765

FOR: RESTAURANT SERVICES; TAKE-OUT RESTAURANT SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 8-31-2008, THE MARK WAS FIRST USED ANYWHERE IN A DIFFERENT FORM OTHER THAN THAT SOUGHT TO BE REGISTERED AT LEAST AS EARLY AS 10/31/2004; IN COMMERCE 8-31-2008, THE MARK WAS FIRST USED IN COMMERCE IN A DIFFERENT FORM OTHER THAN THAT SOUGHT TO BE REGISTERED AT LEAST AS EARLY AS 10/31/2004.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CHICKEN TENDERS", APART FROM THE MARK AS SHOWN.

THE NAME(S), PORTRAIT(S), AND/OR SIGNATURE(S) SHOWN IN THE MARK DOES NOT IDENTIFY A PARTICULAR LIVING INDIVIDUAL.

THE MARK CONSISTS OF THE WORD "HUEY" IN A STYLIZED FORM ABOVE THE WORD "MAGOOS" IN A STYLIZED FORM ABOVE THE WORDS "CHICKEN TENDERS" IN A STYLIZED FORM. THE "G" IN "MAGOOS" IS DRAWN TO LOOK LIKE A CHICKEN.

SER. NO. 85-035,180, FILED 5-11-2010.

CAROLINE WOOD, EXAMINING ATTORNEY



David J. Kyfos

Director of the United States Patent and Trademark Office

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SCHEDULE C
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.