

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	26

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FOCUS Brands Systems LLC		04/06/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Moe's Franchisor SPV LLC
<b>Street Address:</b>	5620 Glenridge Drive NE
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30342
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4913781	MOE'S
Registration Number:	4974949	QUESOPALOOZA
Registration Number:	3989089	MOE'S SOUTHWEST GRILL
Registration Number:	4103274	TACO STACK
Registration Number:	3943806	FEED THE MOEMENT
Registration Number:	3762299	MOE'S SOUTHWEST GRILL
Registration Number:	3435299	WELCOME TO MOE'S
Registration Number:	3335685	WELCOME TO MOES
Registration Number:	2699371	MOES SOUTHWEST GRILL
Registration Number:	2650129	MOE'S SOUTHWEST GRILL

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: dlaker@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Danielle G. Laker

Address Line 1: Paul Weiss Rifkind Wharton &amp; Garrison LLP

Address Line 2: 1285 Avenue of the Americas

CH \$265.00 4913781

**Address Line 4:** New York, NEW YORK 10019-6064

**ATTORNEY DOCKET NUMBER:** 17514-033

**NAME OF SUBMITTER:** Danielle Laker

**SIGNATURE:** /Danielle Laker/

**DATE SIGNED:** 04/19/2017

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of April 6, 2017, by and between FOCUS Brands Systems LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia, 30342, (“Assignor”), and Moe’s Franchisor SPV LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time

that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.



FOCUS BRANDS SYSTEMS LLC


By:   
Name: Michael J. Dixon  
Title: Chief Financial Officer

MOE'S FRANCHISOR SPV LLC

By:   
Name: Michael J. Dixon  
Title: Chief Financial Officer

### Schedule 1 Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
MOE'S 	United States	86758109 16-SEP-2015	4913781 08-MAR-2016	Registered
QUESOPALOOZA QUESOPALOOZA	United States	86716943 06-AUG-2015	4974949 07-JUN-2016	Registered
MOE'S SOUTHWEST GRILL 	United States	85163776 28-OCT-2010	3989089 05-JUL-2011	Registered
TACO STACK TACO STACK	United States	85116139 26-AUG-2010	4103274 21-FEB-2012	Registered
FEED THE MOEMENT FEED THE MOEMENT	United States	85102936 09-AUG-2010	3943806 12-APR-2011	Registered
MOE'S SOUTHWEST GRILL 	United States	77665926 09-FEB-2009	3762299 23-MAR-2010	Registered
WELCOME TO MOE'S WELCOME TO MOE'S	United States	77285540 21-SEP-2007	3435299 27-MAY-2008	Registered
WELCOME TO MOES WELCOME TO MOES	United States	76625439 22-DEC-2004	3335685 13-NOV-2007	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
MOES SOUTHWEST GRILL 	United States	76180755 13-DEC-2000	2699371 25-MAR-2003	Registered
MOE'S SOUTHWEST GRILL	United States	76042554 08-MAY-2000	2650129 12-NOV-2002	Registered