

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Back Yard Burgers, Inc.		07/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tantum Companies, LLC		
Street Address:	c/o Axum Capital Partners		
Internal Address:	6100 Fairview Road, Suite 1156		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1679702	BACK YARD BURGERS	
Registration Number:	1679739		
Registration Number:	2809079	BACK YARD BURGERS	
Registration Number:	5160803	BACK YARD BURGERS	
Registration Number:	3831291	GRILLS ON THE GO	
Registration Number:	3872437	GRILLSONTHEGO BACKYARD CATERING	
Registration Number:	2024782	MIZ GRAZI'S	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432104		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		

OP \$190.00 1679702

DATE SIGNED:	07/07/2017
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*IP Assignment Agreement*”), is executed as of July 7, 2017 (“*Closing Date*”), by and between Back Yard Burgers, Inc., a Delaware corporation (“*Assignor*”), and Tantum Companies, LLC, a Delaware limited liability company (“*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Contribution and Asset Purchase Agreement of even date herewith by and among Tantum Holdings, LLC, a Delaware limited liability company, Assignee, Assignor, Pharos Capital Partners II, L.P., a Delaware limited partnership, and Pharos Capital Partners II-A, L.P., a Delaware limited partnership (“*Purchase Agreement*”).

A. Pursuant to Section 2.1 of the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s right, title and interest in the Acquired Assets, including, without limitation, the Intellectual Property;

B. Simultaneously with the execution of this IP Assignment Agreement, Assignee and Assignors are also entering into a Bill of Sale, Assignment and Assumption Agreement; and

C. Pursuant to Section 6.1(b)(i) of the Purchase Agreement, Assignor has agreed to enter into this IP Assignment Agreement to be effective as of the Closing.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement, and such further mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Intellectual Property**. Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor’s right, title and interest in and to all Intellectual Property constituting and relating to the Business (whether owned by Assignor or a third Person), including without limitation, all trademarks, service marks, trade dress and logos set forth on Schedule A (collectively, the “Marks”), together with the goodwill of the business connected with the use of, and symbolized by, the Marks, together with any pending applications or registrations therefor, all sales, advertising, promotional and marketing information and materials, all websites and domain names, and the Intellectual Property set forth on Schedule A attached hereto, together with any and all income royalties, or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (collectively, the “*Assigned IP*”). In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto (“*Domain Names*”), Assignor agrees to provide Assignee, on the Closing Date, with all account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.

2. **Further Assurances.**

(a) Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, and at Assignee's expense, execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as reasonably necessary to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby.

(b) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest of Assignor therein or otherwise as Assignee may direct.

(c) As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable, and at Assignee's expense.

3. **Successors and Assigns.** This IP Assignment Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no party hereto may assign its rights or delegate its obligations, in whole or in part, under this IP Assignment Agreement without the prior written consent of the other party hereto. Any purported assignment or delegation in violation of this IP Assignment Agreement shall be null and void ab initio.

4. **Third Party Beneficiaries.** Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties hereto and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

5. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by reference. Assignor and Assignee each acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

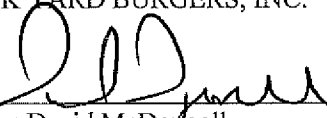
6. **Counterparts.** This IP Assignment Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by all parties hereto and delivered to the other parties hereto. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 6, provided that receipt of copies of such counterparts is confirmed.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Intellectual Property Assignment Agreement as of the date first set forth above.

ASSIGNOR:

BACK YARD BURGERS, INC.


By:  _____

Name: David McDougall

Title: President, Chief Executive Officer and Secretary

ASSIGNEE:

TANTUM COMPANIES, LLC

By: _____

Name: Denis Ackah-Yensu

Title: President and Chief Executive Officer

SCHEDULE A


ASSIGNED IP

1. Patents

Not Applicable/None

2. Trademarks

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
BACK YARD BURGERS	1,679,702	03-17-1992; Renewed 04-23-2011	Principal
Misc. Design 	1,679,739	03-17-1992; Renewed 04-23-2011	Principal
BACK YARD BURGERS (and Design) 	2,809,079	01-27-2004 Renewed on 03-20-2013	Principal
BACK YARD BURGERS (and Design) 	5,160,803	03-14-2017	Principal
GRILLS ON THE GO	3,831,291	08-10-2010 Renewed on 10-13-2015	Principal

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
GRILLS ON THE GO BACKYARD CATERING (and Design) 	3,872,437	11-09-2010 Renewed on 01-14-2016	Principal
MIZ GRAZI'S	2024782	12-24-1996	Principal

3. Copyrights

Not Applicable/None

4. Domain Names (registered to Seller unless otherwise indicated)

www.backyardburgers.com