

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J. Tyler Phelps		08/11/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Michael J. Pastusek		
<b>Street Address:</b>	5808 Bay Club Drive		
<b>City:</b>	Arlington		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76013		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87255373	LOVE & WAR IN TEXAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147064242		
<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>			
<b>Phone:</b>	214-706-4223		
<b>Email:</b>	trademarks@solidcounsel.com		
<b>Correspondent Name:</b>	Thomas A. Kulik, Esq.		
<b>Address Line 1:</b>	500 N. Akard, Suite 2700		
<b>Address Line 2:</b>	Scheef & Stone, L.L.P.		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	10375.201		
<b>NAME OF SUBMITTER:</b>	Thomas A. Kulik		
<b>SIGNATURE:</b>	/TAK/		
<b>DATE SIGNED:</b>	08/15/2017		
<b>Total Attachments: 4</b>			
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CH \$40.00 87255373

Bill of Sale and Assignment of Trademark Rights

Definitions

The following terms shall have the meaning indicated, wherever these terms are used in this instrument:

- Date Hereof: The effective date of this instrument, which shall be August ~~11~~, 2017.
- Seller: J. Tyler Phelps  
P.O. Box 1855  
Lindale, Texas 75771
- Purchaser: Michael J. Pastusek  
5808 Bay Club Drive  
Arlington, Texas 76013
- Trademarks: All trademarks (registered or unregistered), service marks (registered or unregistered), common law marks, pending applicatins, trade dress, logos, slogans, trade names brand names, corporate names, secondary-level Internet domain names, and rights in telephone numbers, together with all translations, adaptations, deriviations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith.
- Trademark Collateral: All Trademarks owned by Seller, including all of Seller's right, title and interests in and to all such Trademarks registered in the United States Patent and Trademark Office or anywhere else in the world, and all registrations and recordings thereof, and all applications for registrations thereof, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all proceed of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.
- Seller's Intellectual Property: All Trademarks owned by Seller and all Trademark Collateral, including without limitation, all of Seller's rights, titles and interests in the trademark name "LOVE AND WAR IN TEXAS" and "LOVE & WAR IN TEXAS" as more particularly described on Schedule II attached hereto.

Recitals

Whereas, on or about October 1, 2016, Purchaser extended a loan (the "Loan") to Seller in the amount of \$200,000.00, which loan is evidenced by that certain Promissory Note (the "Note")

dated October 1, 2016, in the original principal amount of \$200,000.00, signed by Seller and payable to the order of Purchaser;

Whereas, the Loan is secured by that certain Borrower Pledge and Security Agreement (the "Security Agreement") dated October 1, 2016, signed by Seller, as Grantor, and Purchaser, as Secured Party, wherein Seller granted to Purchaser a first priority security interest in Seller's Intellectual Property;

Whereas, Purchaser has demanded full payment of the Note by Seller, and Seller has been unable to satisfy the amounts owing under the Note;

Whereas, Seller has offered to sell, transfer and assign to Purchaser, Seller's Intellectual Property Rights in exchange for the full and final satisfaction of the Note by Purchaser;

Whereas, Purchaser has agreed to accept the sale, transfer and assignment of Seller's Intellectual Property Rights in full and final satisfaction of the Note, subject to the terms and conditions set forth below;

Whereas, Purchaser and Seller have agreed to waive any rights the other may have to receive or require oral or written notice of any kind with respect to the acceleration of the maturity of the Note, or for demand of the amounts owing under Note, or for disposition of Seller's Intellectual Property Rights as may be required in the Note or Security Agreement or by applicable law;

Whereas, Purchaser and Seller have entered into this Bill of Sale and Assignment of Trademark Rights to effect the conveyance of Seller's Intellectual Property Rights and to reflect the understanding of the parties.

#### Sale and Assignment

For good and valuable consideration paid to Seller, the receipt and sufficiency of which is hereby acknowledged by Seller, and in full and final satisfaction of the amounts owing to Purchaser by Seller (subject to the conditions set forth below), Seller has SOLD, TRANSFERRED, ASSIGNED AND DELIVERED, and by these presents does SELL, TRANSFER, ASSIGN AND DELIVER unto Purchaser, Seller's Intellectual Property.

Seller warrants to Purchaser that Seller owns clear title to the Seller's Intellectual Property, free and clear of all liens and security interests other than the security interest held by Purchaser, which security interest will remain in full force and effect if it shall become necessary for Purchaser to foreclose its security interest in Seller's Intellectual Property in order to clear title to Seller's Intellectual Property as set forth below. Seller has the power and authority to convey the Seller's Intellectual Property to Purchaser free of any claims of any third party or himself personally.

Seller further agrees that Seller will execute and deliver, and record in any applicable government office, any and all conveyances, deeds, assignments, bills of sale, certificates, instruments of transfer, and other documents which are or may be necessary or appropriate to convey clear title to the Seller's Intellectual Property conveyed herein and to fully effectuate the

terms hereof, and to vest in Purchaser, Purchaser's heirs, successors, and assigns, clear title in and to Seller's Intellectual Property.

Purchaser and Seller have waived and hereby waive any rights the other may have to receive or require oral or written notice of any kind with respect to the acceleration of the maturity of the Note, or for demand of the amounts owing under Note, or for disposition of Seller's Intellectual Property Rights as may be required in the Note or Security Agreement or by applicable law.

Purchaser reserves all rights under the Note and Security Agreement to foreclose its security interest in Seller's Intellectual Property, if Purchaser deems its necessary to clear title to Seller's Intellectual Property. In such case, (i) a merger of the secured party and debtor's estates shall be deemed not to have occurred, (ii) the Note shall be deemed not to have been satisfied and the full amount of the Loan shall be deemed fully due and owing to Purchaser by Seller, and (iii) Purchaser may proceed under Article 9 of the Texas Business and Commerce Code to foreclose its security interest in Seller's Intellectual Property. Upon the successful completion of such foreclosure, the Note shall be satisfied in full upon the consummation of such foreclosure by Purchaser.

Execution and Effective Date

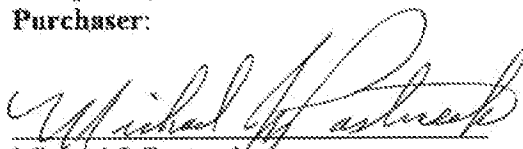
This instrument is effective as of the Date Hereof. This instrument was executed on the date or dates of the acknowledgement or respective acknowledgements set forth below.

**Seller:**



.....  
J. Tyler Phelps

Accepted by:  
**Purchaser:**



.....  
Michael J. Pastusek

SCHEDULE II

Trademarks

I. Common Law Marks

Mark	Goods/Services	Geographic Locations
LOVE AND WAR IN TEXAS  (also LOVE & WAR IN TEXAS)	Restaurant services	Plano, TX Lindale, TX Grapevine, TX

II. Pending Applications

Mark	Applic. Serial No.	Filing Date	Goods/Services	Federal/State
LOVE & WAR IN TEXAS	87/255,373	12/2/2016	Restaurant services	Federal