

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439038

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                                       |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900411112  |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| Divyesh Das   |  | 06/26/2017            | INDIVIDUAL:        |
| Anjana Das  |  | 06/26/2017            | INDIVIDUAL:        |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Palace Inn Franchising, LLC                        |                       |                    |
| <b>Street Address:</b>  | 5858 HILLCROFT ST                                  |                       |                    |
| <b>City:</b>  | HOUSTON  |                       |                    |
| <b>State/Country:</b>   | TEXAS  |                       |                    |
| <b>Postal Code:</b>   | 77036  |                       |                    |
| <b>Entity Type:</b>   | Limited Liability Company: TEXAS                   |                       |                    |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 3515390  | PALACE INN            |                    |
| <b>Registration Number:</b>   | 4494012  | PALACE INN            |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 2146144112   |                       |                    |
| <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>   | 8324747156   |                       |                    |
| <b>Email:</b>   | parul@pdaslegal.com                                |                       |                    |
| <b>Correspondent Name:</b>  | Parul Das  |                       |                    |
| <b>Address Line 1:</b>  | 391 E. Las Colinas Blvd. Ste.130-618               |                       |                    |
| <b>Address Line 4:</b>  | IRVING, TEXAS 75039                                |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Parul Das  |                       |                    |
| <b>SIGNATURE:</b>   | /Parul Das/  |                       |                    |
| <b>DATE SIGNED:</b>   | 08/11/2017   |                       |                    |
| <b>Total Attachments: 5</b>   |  |                       |                    |
| source=2017_08_11_Cover Sheet Assignment#page1.tif  |  |                       |                    |
| source=2017_06_26__Anjana & Divyesh Das Assignment Agreement (to Palace Inn Franchising,LLC)#page1.tif  |  |                       |                    |
| source=2017_06_26__Anjana & Divyesh Das Assignment Agreement (to Palace Inn Franchising,LLC)#page2.tif  |  |                       |                    |



## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of January 1, 2015, (the "Effective Date"), between Anjana Das and Divyesh Das, (the "Assignors"), and Palace Inn Franchising, LLC (the "Assignee").

### I SUMMARY

1.1 The Assignors are the registered owners of marks that are registered in the United States Patent and Trademark Office, Registration No. 3515390, dated October 14, 2008 and Registration No. 4494012, dated March 11, 2014.

1.2 Assignee wishes to acquire the Assignors' rights in the trademarks listed in this agreement. The Assignors hereby convey, transfer, and assign to the Assignee all of the Assignors' rights, titles, and interests of whatever kind in the marks, together with

1) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,

2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and

3) all rights to sue for past, present and future infringement or misappropriations of the marks

1.3 In consideration for the mutual promises, covenants and Agreements made below, the parties intending to be legally bound, agree as follows:

### II ASSIGNMENT

2.1 The Assignors hereby convey, transfer, assign, and deliver to the Assignee all of its right, title and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, licensing fees, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.

2.2 The Assignors further convey, transfer, assign, deliver and contribute to the Assignee all rights in the Trade Dress, signage and designs associated with the Trademarks.

2.3 The Assignors further covenant that they will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title and interest in the Trademarks.

### III GENERAL PROVISIONS

3.1 **Effect on Heirs and Successors.** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

3.2 **Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

3.3 **Severability.** If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous provision, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

3.4 **Governing Law.** This Assignment shall be governed by the laws of the State of Texas applicable to Assignments made and fully performed in Texas by Texas residents.

In witness whereof, the Assignors have duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNORS:  
ANJANA DAS & DIVYESH DAS

ASSIGNEE:  
PALACE INN FRANCHISING, LLC

Anjana Das  
Signature, Anjana Das  
Owner

Divyesh Das  
Signature, Divyesh Das  
Managing Member

Dated: 06/26/17

Dated: 06/26/17

Divyesh Das  
Signature, Divyesh Das  
Owner

Dated: 06/26/17

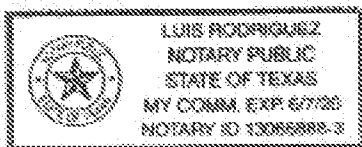
ACKNOWLEDGEMENT

State of TEXAS

County of HARRIS

On the 26 day of June, 20 17, before me, Luis Rodriguez [Name of Notary], personally appeared Anjana Das, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons and entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal:



Luis Rodriguez  
Signature of Notary Public

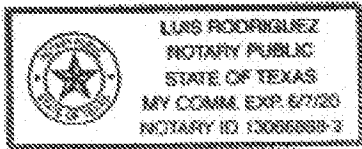
ACKNOWLEDGEMENT

State of TEXAS

County of HARRIS

On the 24 day of June, 2017, before me, Luis Rodriguez [Name of Notary], personally appeared Divyesh Dasa, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons and entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal:



Luis Rodriguez  
Signature of Notary Public