

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woody's Bar-B-Q, Inc.		09/26/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Woody's Bar-B-Q Holdings, Inc.		
Street Address:	4745 Sutton Park Court. Suite 301		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32224		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3411655	WOODY'S BAR-B-Q	
Registration Number:	1436909	WOODY'S BAR-B-Q	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-946-3580		
Email:	brad@shipedosiklaw.com		
Correspondent Name:	S. Bradley Shipe		
Address Line 1:	97 Dartmouth Avenue		
Address Line 4:	Avondale Estates, GEORGIA 30002		
NAME OF SUBMITTER:	s. bradley shipe		
SIGNATURE:	/s. bradley shipe/		
DATE SIGNED:	09/26/2017		
Total Attachments: 3			
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OP \$65.00 3411655

Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), is made on this 26th day of September, 2017, by and between **Woody's Bar-B-Q, Inc.**, a Florida corporation ("Assignor") and **Woody's Bar-B-Q Holdings, Inc.**, a Florida corporation ("Assignee").

WHEREAS, Assignor owns that certain trademark or trademarks, which is or are described in Exhibit "A" attached hereto and made a part hereof, as well as other intellectual property rights related thereto (collectively, the "Mark"); and

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Mark and has used the Mark without abandoning the same;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Mark together with the goodwill associated therewith.

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Mark worldwide; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Purchase. Assignor hereby assigns and sells to Assignee all right, title, and interest as Assignor may possess in and to the Mark, together with the goodwill associated with the Mark, and all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured under law, now hereinafter in effect for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment had not been made. Assignor does hereby represent and warrant to Assignee that: (i) the assignment and purchase represented hereby represents all of Assignor's right title and interest in the Mark; and (ii) it has good and marketable title to said Mark, free and clear of any and all purchase money indebtedness, liens, pledges, security interests, claims, mortgages, charges, options and encumbrances of any kind or nature whatsoever. In addition, Assignor assigns to Assignee all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Mark, together with the right to sue for, and to collect, such damages.

2. Further Assistance. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's right, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Recording of Agreement. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Miscellaneous. The parties hereby agree that this Agreement shall be construed in accordance with the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement may not be modified except in a writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no representations, inducements, promises or consents, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

ASSIGNOR:

Woody's Bar-B-Q, Inc., a Florida corporation

By: [Signature]
Name: Yolanda H. Mills
Title: Pres 9/26/17

ASSIGNEE:

Woody's Bar-B-Q Holdings, Inc., a Florida corporation

By: [Signature]
Name: Yolanda H. Mills
Title: Pres 9/26/17

EXHIBIT A

The "Mark"

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF REGISTRATION</u>
WOODY'S BAR-B-Q	3411655	April 15, 2008
WOODY'S <i>Bar-B-Q</i>	1436909	April 14, 1987

The Mark includes any font and spacing of the words, together with any artwork or logos associated therewith.