TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM448266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tinsley Hospitality Group LLC		06/09/2016	Limited Liability Company: NEW MEXICO

RECEIVING PARTY DATA

Name:	K-B Brand LLC
Doing Business As:	K-BOB'S
Street Address:	405 Main St.
Internal Address:	Ste. 808
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark	
Serial Number:	76046848	A GOOD STEAK AT AN HONEST PRICE	
Serial Number:	74283950	CHARLOIN	
Serial Number:	72360366	K-BOBS	
Serial Number:	74377915	K-BOBS	
Serial Number:	74377906	K-BOB'S FAMOUS KABOB	
Serial Number:	74283949	K-BOB'S KABOB	
Serial Number:	78313916	K-BOB'S STEAKHOUSE	
Serial Number:	74283947	MERCHANTS	
Serial Number:	74283948	RANCH HOUSE	
Serial Number:	74305358	SALAD WAGON	
Serial Number:	78313884	SERVING THE FOOD AMERICA LOVES	
Serial Number:	77876645	SIRTENDER	
Serial Number:	78884895		

CORRESPONDENCE DATA

Fax Number: 7135898454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 713-589-8454

Email: edward.tinsley@k-bobs.com

Correspondent Name: Edward Tinsley
Address Line 1: 405 Main St.
Address Line 2: Ste. 808

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: Edward Tinsley
SIGNATURE: /Edward Tinsley/

DATE SIGNED: 10/23/2017

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS AGREEMENT

RECITALS

WHEREAS, THG-Assignor owns the TRADEMARKS listed in Exhibit A, and THG-Assignor has previously accepted certain rights, titles and obligations in said TRADEMARKS;

WHEREAS, in connection with the overall reorganization of the K-BOB'S Steakhouse brands, and all rights and obligations thereunder, K-B Brand-Assignee agrees to accept this Assignment and those obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration in hand paid by each of the parties hereto and to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. All of THG-Assignor's right, title, and interest therein are assigned hereby to K-B Brand-Assignee and K-B Brand-Assignee accepts the assignment thereof. K-B Brand-Assignee hereby assumes the rights and obligations under the TRADEMARKS and agrees to act as the successor to THG-Assignor in all respects under the terms of the TRADEMARKS. K-B Brand-Assignee acknowledges that it will be responsible to perform in the capacity of THG-Assignor under the Contribution and Company Agreements, and Side Letter Agreement effective date of August 4, 2015.
- 2. The validity, construction and enforceability of this Assignment shall be governed by the laws of the State of New Mexico, without giving effect to conflict of laws principles thereof.
- 3. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Assignment or any other statement, instrument or transaction contemplate hereby or relating hereto or any right or remedy hereby guaranteed or provided shall be held to be unenforceable, prohibited or invalid under applicable law under any circumstances, for any reason, such provision right or remedy shall be ineffective only to the extent of such unenforceability, prohibition or invalidity, and only with respect to such circumstances, without invalidating or limited or preventing the enforcement of the remainder of such provision, right or remedy, or the remaining provisions of this Assignment, or any other right, remedy, statement, instrument or transaction contemplated hereby or relating hereto, as to any other circumstances.

IN WITNESS WHEREOF, the parties have duly signed and executed this Assignment as of the day and year first above written.

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TINSLEY HOSPITALITY GROUP, LLC

Name: Edward R. Tinsley, III

Title: Managing Member, President

K-B Brand LLC:

Name: Edward R. Tinsley, IV

Title: Managing Member

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K-BOB'S Steakhouse TRADEMARKS Exhibit A

	·					Exhibit A			K ME: 0247
Trademark	Registration #	Serial#	Filing Date	Registration Date	Section 15 Filing	Section 8 - Initial Filing	Section 9 - Renewal	Section 8 & Section 9 1st Renewal	ADEMAR 188 PRA
									TR/
A GOOD STEAK AT AN HONEST			•		10 to 1000	10 <i>/</i> 2/2006		7/5/2011	.: C
PRICE	2441130	76046848	5/12/2000	4/3/2001	0002/2/OI	2002/1/12 2002/1/1/3		7/11/2003	EL
CHARLOIN	1748704	74283950		CCCT /07/T	CCCT /4T /0	3/7/1977	12/18/1991	12/4/2001	
K-BOBS	925262	72360366		7/CT//7T	2/10/2000	5/10/2000		11/2/2004	R
K-BOBS (as a meat item)	1852506	/43//YIS	-	- CON (00)	0000/2/0	9/7/2000		8/28/2004	
K-BOB'S FAMIOUS KABOB	1841944			6/28/1994	T	4		12/27/2003	
K-BOB'S KABOB	1795149	74283949	6/11/1992	9/28/1993	GGET /67 /71				
K_BOR'S STEAKHOLISE (words only)	2910859	78313916	10/15/2003	12/14/2004	1/7/2011	1/7/2011		5/14/2015	12/
MERCHANTS	1748703	74283947	6/11/1992	1/26/1993	6/14/1999			2/10/2005	
RANCH HOUSE	1911577	74283948	6/11/1992					17/20/2002	
SALAD WAGON (wordmark)	1767781		8/19/1992	4/27/1993	8/6/1999	6661/9/8		72/ £0/ 121	
SERVING THE FOOD AMERICA	i i i					12/22/010		3/27/2014	10/
LOVES (words only)	2895763		10/15/2003	10	12/2//2010			7/7/2019-7/6/2020	
SIRTENDER (words only)	3814226		سا			CTO7/CT//		8/22/2016-8/21/2017	
WACON LOGO (with filipree)	228250	78884895	5/16/2006	8/21/2007		Irademark was calicelled per co.		C/ #1/ 2010 C/ +1/ 111	

RECORDED: 10/23/2017