

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451399

<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>
JAW Restaurant Management, LLC		11/14/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CB Franchise Systems, LLC		
<b>Street Address:</b>	8571 Higuera Street		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90232		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>Name:</b>	CB Franchise Systems, LLC		
<b>Street Address:</b>	8571 Higuera Street		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90232		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3796163	THE COUNTER CUSTOM BUILT BURGERS	
<b>Registration Number:</b>	3796162	THE COUNTER CUSTOM BUILT BURGERS	
<b>Registration Number:</b>	3115678	THE COUNTER	
<b>Registration Number:</b>	3636983	BUILD YOUR OWN BURGER	
<b>Registration Number:</b>	3358018	C	
<b>Registration Number:</b>	3188472	THE COUNTER	
<b>Registration Number:</b>	4677258	BUILT [CUSTOM BURGERS]	
<b>Registration Number:</b>	4677188	BUILT CUSTOM BURGERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$215.00 3796163

**Email:** william.archer@lewisbrisbois.com  
**Correspondent Name:** William Archer  
**Address Line 1:** 633 West 5th Street, 40th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**NAME OF SUBMITTER:** William Archer

**SIGNATURE:** /william archer/

**DATE SIGNED:** 11/17/2017

**Total Attachments: 5**

source=CB Franchise JAW IP Assignment#page1.tif  
source=CB Franchise JAW IP Assignment#page2.tif  
source=CB Franchise JAW IP Assignment#page3.tif  
source=CB Franchise JAW IP Assignment#page4.tif  
source=CB Franchise JAW IP Assignment#page5.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made effective as of November 14, 2017 ("Effective Date"), by and between JAW Restaurant Management, LLC, a California limited liability company ("ASSIGNOR"), and CB Franchise Systems, LLC, a California limited liability company ("ASSIGNEE").

### Recitals

- a. ASSIGNOR is the sole and exclusive legal and beneficial owner of the trademark registrations and applications, including, without limitation, all renewals, extensions or common law rights therein, (individually and collectively, "Marks") as described in "Exhibit A," attached hereto and incorporated in this Assignment by reference, together with the goodwill of the business symbolized thereby in connection with the goods and services with which the Marks are used.
- b. ASSIGNOR has created and/or is the sole and exclusive legal and beneficial owner of original works of authorship fixed in a tangible medium of expression in connection with *The Counter* and *Built* franchised businesses, and every derivative work arising therefrom, including without limitation, computer software, confidential operations manuals, and the two U.S. copyright as described in "Exhibit B," attached hereto and incorporated in this Assignment by reference, (individually and collectively, "Copyrights").
- c. ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks, Copyrights, and any patents, industrial designs, utility models, design patents, petty patents, database rights, circuit topography rights, mask works, inventions, trade secrets, confidential information, know-how, business and trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, including without limitation, the right to apply for, and all applications for, any of the foregoing rights and the right to sue for infringements of any of the foregoing rights (collectively, "IP") and the goodwill of the business symbolized thereby.
- d. ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the IP and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Agreement

1. The Recitals set forth above are hereby incorporated into this Assignment.
2. ASSIGNOR represents and warrants that it is the sole and exclusive, legal and beneficial owner of the IP, free from any encumbrances (excluding licenses to ASSIGNEE). For the purposes of this Assignment, "encumbrances" means hypothecation, security interest, mortgage, title retention agreement, declaration of trust, right of set-off, option, right of first refusal, restriction of any kind including on use, voting, transfer, receipt of income or exercise of any other attribute of ownership or possession, or other encumbrance of any kind.
3. ASSIGNOR has used its IP in such a manner as to preserve its rights in them, including the use of proper notices indicating ownership of the IP to the extent necessary for the protection of its rights and the prevention of any disclosure to the public of any confidential information relating to its IP. All registrations and filings necessary to preserve its rights in and to the IP have been made.

4. ASSIGNOR has taken all reasonable steps to maintain its rights in and to the IP and to protect and preserve the confidentiality of all trade secrets included in the IP, including requiring all persons having access thereto to execute written non-disclosure agreements. Without limiting the foregoing:

- a. All persons having access to or knowledge of the confidential IP have entered into appropriate non-disclosure agreements with ASSIGNOR, and, to the knowledge of ASSIGNOR, are not currently in breach of any such agreement nor reasonably believed to be in breach of any such agreement in the future.
- b. Each employee, independent contractor and consultant of ASSIGNOR has entered into a valid and subsisting contract that obliges each employee, independent contractor and consultant to maintain the confidential information of ASSIGNOR and to assign at no additional cost all right, title and interest in any rights in and to the IP created or developed in the course of their employment to or engagement by ASSIGNOR and to waive all legal or moral rights that such employees, independent contractor or consultant may have in any such IP.

5. ASSIGNOR represents and warrants that the consummation of the transactions contemplated by this Assignment will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other person in respect of, ASSIGNOR's right to own, use or hold for use any of the IP as owned, used or held for use in the conduct of *The Counter* franchised business as currently conducted.

6. ASSIGNOR hereby irrevocably sells, transfers, assigns, delivers and contributes to ASSIGNEE all of its right, title, and interest in and to the IP, as well as ASSIGNOR's right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign IP applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the IP, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

7. The use of the IP has not infringed, misappropriated, diluted or otherwise violated, and does not and will not infringe, dilute, misappropriate or otherwise violate the intellectual property rights or other rights of any person. Notwithstanding, ASSIGNOR assigns to ASSIGNEE all causes of action and the right to sue, counterclaim and recover for past, present and future infringement, dilution, misappropriation, misuse and unauthorized use of the assigned rights and interests (including the right to receive all proceeds and damages therefrom).

8. ASSIGNOR further assigns to ASSIGNEE all rights to receive all income, royalties, damages, profits and payments of damages accruing from past, present and future infringement, dilution, misappropriation, misuse and unauthorized use of the assigned rights and interests herein.

9. ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the IP.

10. Notwithstanding the above, ASSIGNOR further appoints ASSIGNEE as its attorney-of-fact and grants ASSIGNEE an irrevocable, Special Power of Attorney solely for the purpose of executing documents or taking such action as necessary or appropriate as ASSIGNOR might or could do if personally present, hereby ratifying all that ASSIGNEE, as ASSIGNOR's attorney-in-fact, shall lawfully do or cause

to be done by virtue of this Special Power of Attorney to obtain, protect, maintain or enforce ASSIGNOR's IP rights if ASSIGNEE is, for any reason, unable to obtain ASSIGNOR's cooperation or assistance as set forth herein. The Special Power of Attorney granted by this Assignment shall survive the dissolution, death, incompetence or disability of ASSIGNEE and the termination or expiration of this Assignment.

11. This Assignment shall be binding upon the parties, their successors and assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

12. The terms of this Assignment shall not be modified except by an agreement in writing signed by both parties hereto. No waiver by either party of a breach or default hereunder shall be deemed waiver by such party of a subsequent breach or default of a like or similar nature.

13. Except to the extent governed by the United States Trademark Act of 1964 (Lanham Act, 15 U.S.C. § 1051 et seq.) or other federal law, this Assignment shall be governed and construed in accordance with the laws of the State of Arizona, without reference to its conflict of laws principles.

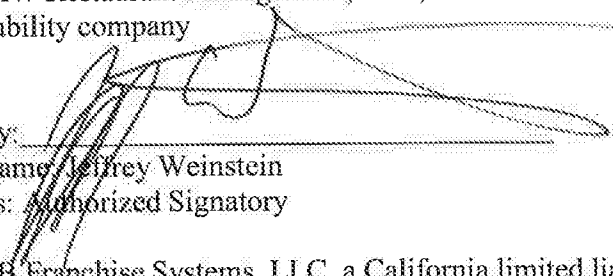
14. This Assignment, all Exhibits and all authorized amendments hereto and all reports and other documents referenced in this Assignment shall constitute the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior and contemporaneous promises, warranties, representations, covenants, agreements and understandings, whether written or oral pertaining thereto.

15. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Assignment. Any signatures to this Assignment or as required by this Assignment may be submitted by a party to the other party via facsimile or in a scanned .pdf or similar file and shall be deemed an original signature binding on such party for all purposes.

IN WITNESS WHEREOF, each party, by and through its respective authorized representative, who each have full authority and consent, without further approval of any kind, to execute and bind his or her respective party to the obligations set forth in this Assignment, have duly executed and delivered this Assignment as of the Effective Date.

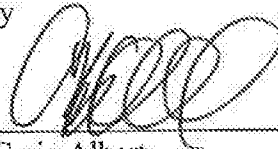
**ASSIGNOR:**

JAW Restaurant Management, LLC, a California limited liability company





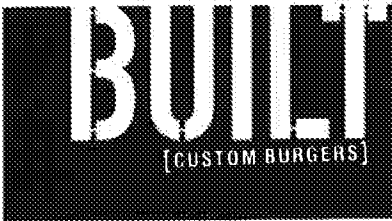
By:   
Name: Jeffrey Weinstein  
Its: Authorized Signatory

**ASSIGNEE:**

CB Franchise Systems, LLC, a California limited liability company

By:   
Name: Craig Albert  
Its: Authorized Signatory

**EXHIBIT A**  
**Schedule of U.S. Trademarks**

<b>Trademark</b>	<b>Application #</b>	<b>Registration #</b>
BUILD YOUR OWN BURGER	77304114	3636983
THE COUNTER CUSTOM BUILT BURGERS Logo  	77366322	3796163
THE COUNTER CUSTOM BUILT BURGERS Logo  	77366314	3796162
THE COUNTER Logo  	76595812	3115678
C Logo  	78936205	3358018
THE COUNTER	76595808	3188472
BUILT CUSTOM BURGERS Logo  	85927011	4677258
BUILT CUSTOM BURGERS	85755204	4677188

**EXHIBIT B**  
**Schedule of U.S. Federally Registered Copyrights**

<b>Copyright</b>	<b>Registration #</b>	<b>Registration Date</b>
Carry-out menu	TX0006027757	August 12, 2004
In-house menu	TX0006027758	August 12, 2004