

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462180

<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>
Homestyle Dining, LLC		02/09/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ponderosa Franchising Company		
<b>Street Address:</b>	9720 Wilshire Boulevard, Suite 500		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	General Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4361594	PUT A FLAME UNDER IT.	
<b>Registration Number:</b>	4088196	HOOTENANNY	
<b>Registration Number:</b>	3322726	SHRIMP STAMPEDE	
<b>Registration Number:</b>	2418851	PONDEROSA STEAKHOUSE	
<b>Registration Number:</b>	1677995	PONDEROSA	
<b>Registration Number:</b>	1667943	PONDEROSA STEAKHOUSE	
<b>Registration Number:</b>	1254681	PONDEROSA	
<b>Registration Number:</b>	0903604	PONDEROSA	
<b>Registration Number:</b>	1937798		
<b>Registration Number:</b>	2141635	PONDEROSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102822200		
<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>	310-282-2240		
<b>Email:</b>	aclarke@loeb.com, ccastro@loeb.com, trademarks@loeb.com		
<b>Correspondent Name:</b>	David Grace		
<b>Address Line 1:</b>	Loeb & Loeb LLP		
<b>Address Line 2:</b>	10100 Santa Monica Blvd.		

OP \$265.00 4361594

**Address Line 4:** Los Angeles, CALIFORNIA 90067

**NAME OF SUBMITTER:** Aleson Clarke

**SIGNATURE:** /Aleson Clarke/

**DATE SIGNED:** 02/14/2018

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

WHEREAS, Homestyle Dining, LLC ("Assignor"), a Delaware limited liability company, is the record owner of some or all of the trademarks and trade names described in Exhibit A (the "Marks") and is the owner of the trademark registrations and applications listed in Exhibit A;

WHEREAS, Ponderosa Franchising Company ("Assignee"), a Delaware general partnership, having a place of business at 9720 Wilshire Boulevard, Suite 500, Beverly Hills, California 90212 desires to acquire the Marks and the corresponding registrations and applications;

NOW, THEREFORE, for and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks, and all corresponding registrations and applications including but not limited to the ones listed on Exhibit A, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee.

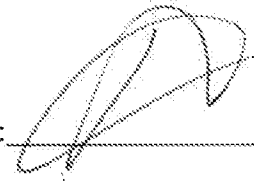
Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in place and stead of Assignor and in the name of Assignor or in its own name, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement. Furthermore, Assignor agrees that, upon request it will, at Assignee's expense but for no additional consideration, cooperate fully with Assignee in the protection and enforcement of the Marks, including but not limited to, cooperating fully with Assignee in connection with any claims or suits brought by or against Assignee relating to the Marks.

Assignee hereby accepts the assignment of the Marks, applications, and registrations listed on Exhibit A and all other rights described in this assignment.

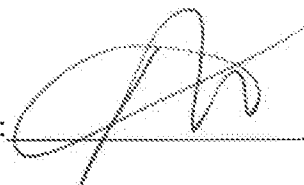
The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

IN WITNESS WHEREOF, this Assignment is effective this 9 day of February 2018.

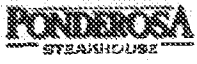
Homestyle Dining, LLC


By:   
Name: \_\_\_\_\_  
Title: CEO

Ponderosa Franchising Company

By:   
Name: \_\_\_\_\_  
Title: CEO

**EXHIBIT A**

<b>Trademark</b>	<b>Country</b>	<b>Application / Registration No.</b>	<b>Class</b>	<b>Status</b>
<u>PUT A FLAME UNDER IT.</u>	U.S.	AN: 85848054 RN: 4361594	43	Registered
<u>HOOTENANNY</u>	U.S.	AN: 77432001 RN: 4088196	43	Registered
<u>SHRIMP STAMPEDE</u>	U.S.	AN: 77076598 RN: 3322726	43	Registered
PONDEROSA STEAKHOUSE  	U.S.	AN: 75747276 RN: 2418851	42	Registered
PONDEROSA <b>PONDEROSA</b>	U.S.	AN: 74118127 RN: 1677995	42	Registered
PONDEROSA STEAKHOUSE <b>PONDEROSA</b> <i>Steakhouse</i>	U.S.	AN: 74118126 RN: 1667943	42	Registered
PONDEROSA	U.S.	AN: 73342194 RN: 1254681	30	Registered
PONDEROSA	U.S.	AN: 72294261 RN: 903604	42	Registered
Ponderosa Mural Design	U.S.	AN: 74480254 RN: 1937798	42	

Trademark	Country	Application / Registration No.	Class	Status
				
PONDEROSA	U.S.	AN: 74049785 RN: 2141635	09	Registered