

900434957 01/09/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457448

<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>
50 Eggs Holdings, LLC		10/19/2017	Corporation: FLORIDA <i>Limited Liability Company</i>
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yardbird Group LLC		
<b>Street Address:</b>	7350 Biscayne Blvd.		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33138		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4272426	YARDBIRD	
Registration Number:	4596027	YARDBIRD	
Registration Number:	4274620	YARDBIRD SOUTHERN TABLE & BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127986358		
<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>	212 326 0809		
<b>Email:</b>	mhuq@pryorcashman.com		
<b>Correspondent Name:</b>	Muzamil Huq		
<b>Address Line 1:</b>	c/o Pryor Cashman LLP, 7 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Muzamil Huq		
<b>SIGNATURE:</b>	/mhuq/		
<b>DATE SIGNED:</b>	01/09/2018		
<b>Total Attachments: 7</b>			
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## PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT (this “**Patent and Trademark Assignment**”) is entered into as of October 19, 2017, by and between 50 Eggs Holdings, LLC a Florida limited liability company (“**Assignor**”) and Yardbird Group LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor, Assignee, Cool Hand Investments, LLC, 50 Eggs Restaurant Company, LLC and John Kunkel, the indirect sole member of Assignor, have entered into that certain Contribution Agreement (the “**Contribution Agreement**”), dated as of the date hereof, pursuant to which, among other things, Assignor agrees to sell to Assignee, and Assignee agrees to purchase from Assignor, Assignor’s entire right, title, and interest in certain of Assignor’s patents and trademarks and associated rights and interests, and Assignee desires to secure such right, title and interest. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Contribution Agreement.

NOW, THEREFORE, be it known by all whom it may concern, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor agrees to and hereby does assign, transfer and set over to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor’s entire right, title and interest throughout the world in and to the following:
  - a. the patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
  - b. the trademark registrations and applications set forth on **Schedule 2** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - c. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - e. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Such rights, collectively, the “**Rights**”.

2. Assignor agrees upon the request (and at the expense) of Assignee (or its successors, assigns, or legal representatives) to: (i) execute all oaths, assignments, powers and other documents, (ii) testify in any proceedings, and (iii) otherwise fully cooperate with Assignee, in each case to the extent reasonably necessary to perform Assignor's obligations hereunder in connection with transferring, securing, perfecting, enforcing and defending the Patents and Trademarks and Assignee's rights related to this Patent and Trademark Assignment. In furtherance of the foregoing, Assignor hereby grants to Assignee a limited power-of-attorney with full power of substitution, to execute, deliver and file any documents that Assignor would otherwise be obligated to execute, deliver or file pursuant to this paragraph, with the same legal force and effect as if executed, delivered or filed by Assignor, and such limited power of attorney shall be deemed coupled with an interest for the purposes of effecting the foregoing assignment, provided, however, that any action taken, and copies of any documents executed, delivered or filed, by Assignee in accordance with that limited power of attorney shall be disclosed and furnished to Assignor and its attorney as soon as practical under the circumstances.
3. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent and Trademark Assignment upon request by Assignee.
4. From time to time if necessary, each of the parties hereto shall execute and deliver all such further assignments or other instruments of conveyance and transfer as the other party may reasonably request for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Patent and Trademark Assignment.
5. Assignor agrees not to take any action with the intent to prevent or otherwise interfere with Assignee's or its licensees' or successors' use of the Patents and Trademarks or the Rights, and hereby covenants not to sue Assignee under any trademark, patent or other proprietary rights Assignor has in the Patents and Trademarks or the Rights in connection with Assignee's use of the Patents and Trademarks or the Rights.
6. Except as provided for in Sections 4 and 5 hereof, nothing in this Patent and Trademark Assignment shall alter any liability or obligation of Assignor or Assignee arising under the Contribution Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Patents and Trademarks. In the event of any conflict or ambiguity between the terms hereof and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall govern and be controlling.
7. This Patent and Trademark Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware for contracts entered into and to be performed in such state without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
8. This Patent and Trademark Assignment may be executed in counterparts, all of which taken together shall constitute one agreement. For purposes of this Agreement, signatures

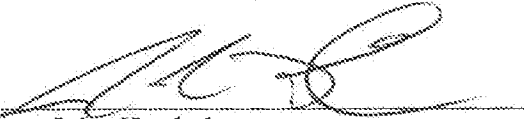
delivered by facsimile or by email in the portable document format (PDF) or any other electronic format shall be accepted and binding as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Patent and Trademark Assignment as of the date first written above.

ASSIGNOR:

50 EGGS HOLDINGS, LLC

By: 

Name: John Kunkel

Title: Manager

ASSIGNEE:

YARDBIRD GROUP LLC

By: TriSpan RS YB LLC, its sole Member

By: TriSpan RS YB GP (Caymans) Limited,  
its Manager

By: \_\_\_\_\_

Name: Marc Cummins

Title: Director

[Signature page to Patent and Trademark Assignment]

TRADEMARK

REEL: 006319 FRAME: 0065

IN WITNESS WHEREOF, the undersigned have executed this Patent and Trademark Assignment as of the date first written above.

ASSIGNOR:

50 EGGS HOLDINGS, LLC

By: \_\_\_\_\_

Name: John Kunkel

Title: Manager

ASSIGNEE:

YARDBIRD GROUP LLC

By: TriSpan RS YB LLC, its sole Member

By: TriSpan RS YB GP (Caymans) Limited,  
its Manager

By:  \_\_\_\_\_

Name: Marc Cummins

Title: Director

{Signature page to Patent and Trademark Assignment}

**SCHEDULE 1**


**Patents**

1. NONE



**SCHEDULE 2**

**Trademarks**

Trademark	Territory	Goods and Services	Application / Registration Number	Application / Registration Date	Status
YARDBIRD	U.S.	Cl. 43: restaurant services	App 85705278 Reg 4272426	App August 16, 2012 Reg January 8, 2013	Registered
YARDBIRD	U.S.	Cl. 33: alcoholic beverages	App 86131061 Reg 4596027	App November 27, 2013 Reg September 2, 2014	Registered
	U.S.	Cl. 43: restaurant services	App 85586430 Reg 4274620	App April 2, 2012 Reg January 15, 2013	Registered