

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472063

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dancing Pigs IP, LLC | | 04/26/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | RHB Acquisition, LLC | | |
| Street Address: | 123 South White Street, Suite 300 | | |
| City: | Wake Forest | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27585 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1706908 | RED HOT & BLUE | |
| Registration Number: | 1603066 | RED HOT & BLUE | |
| Serial Number: | 87870179 | RHBQ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043784000 | | |
| <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: | 7043778156 | | |
| Email: | jcarusone@robinsonbradshaw.com | | |
| Correspondent Name: | Jennifer Carusone | | |
| Address Line 1: | 101 N. Tryon Street, Suite 1900 | | |
| Address Line 2: | Robinson, Bradshaw & Hinson, P.A. | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28246 | | |
| NAME OF SUBMITTER: | Jennifer Carusone | | |
| SIGNATURE: | /Jennifer Carusone/ | | |
| DATE SIGNED: | 05/01/2018 | | |
| Total Attachments: 4 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), dated as of April 26, 2018, is by and between Dancing Pigs IP, LLC, a Delaware limited liability company (the “Assignor”), and RHB Acquisition, LLC, a Delaware limited liability company (the “Assignee”), pursuant to the terms of the Asset Purchase Agreement, dated as of the date hereof, by and among Dancing Pigs, LLC, the Restricted Members and Assignee (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, effective as of the Effective Time, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in, to and under all Proprietary Rights constituting Purchased Assets (including, without limitation, the trademarks listed in **Appendix A** attached hereto), together with the goodwill of the Business in connection with which such trademarks are used and which is symbolized by such trademarks, along with the right to recover for damages and profits for past infringements therefor.

The Assignor and the Assignee agree to execute, deliver and file such other documents and take such other actions as may be reasonably necessary or desirable to effect the purpose of this Assignment.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to amend, alter, modify, expand or diminish the terms set forth in the Purchase Agreement. In the event of any conflict, inconsistency or ambiguity between the provisions of this Assignment and of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and prevail.


This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Assignment as of the date first written above.

ASSIGNOR:

DANCING PIGS IP, LLC

By: 
Name: John T. Walker
Title: Chief Executive Officer / *Chief Manager*

ASSIGNEE:

RHB ACQUISITION, LLC

By: RHB Holdco, LLC, its manager

By: AJB Capital, LLC, its manager

By: _____
Name: Adam J. Bradley
Title: Manager

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Assignment as of the date first written above.

ASSIGNOR:

DANCING PIGS IP, LLC

By: _____

Name: John T. Walker

Title: Chief Executive Officer

ASSIGNEE:

RHB ACQUISITION, LLC

By: RHB Holdco, LLC, its manager

By: AJB Capital, LLC, its manager

By: _____



Name: Adam J. Bradley

Title: Manager

Appendix A

Proprietary Rights

Trademarks:

| OWNER | TRADEMARK | APP. NO. | APP. DATE | REG. NO. | REG. DATE | GOODS/SERVICES |
|----------------------|---|----------|------------|----------|-----------|---|
| Dancing Pigs IP, LLC |  | 74213639 | 10/21/1991 | 1706908 | 8/11/1992 | IC 025: clothing, namely, T-shirts, sweatshirts, golf shirts, rugby shirts, golf hats, bandanas, and aprons. IC 030: barbecue sauce |
| Dancing Pigs IP, LLC |  | 73805108 | 6/7/1989 | 1603066 | 6/19/1990 | IC 042: Restaurant services and carry-out restaurant services |
| Dancing Pigs IP, LLC | RHBQ | 87870179 | 4/10/2018 | TBD | TBD | IC 043: Restaurant services and carry-out restaurant services |