

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM489293

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David P. Cahoon		08/01/2016	INDIVIDUAL:
Edwin J. Spence		08/01/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Shrimp Basket Bottling Company, LLC		
Street Address:	7282 Plantation Road		
City:	Pensacola		
State/Country:	FLORIDA		
Postal Code:	32504		
Entity Type:	Corporation: Delaware Limited Liability Company: Delaware <input type="checkbox"/>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3499991	SHRIMP BASKET	
CORRESPONDENCE DATA			
Fax Number:	5618225527		
<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:	5616508518		
Email:	ptomail@shutts.com		
Correspondent Name:	Daniel J. Barsky		
Address Line 1:	200 S. Biscayne Boulevard		
Address Line 2:	Suite 4100		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Daniel J. Barsky		
SIGNATURE:	/Daniel J. Barsky/		
DATE SIGNED:	09/10/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made and entered into as of August 1, 2016 (the "Effective Date"), by and among David P. Cahoon, an individual residing at 572 Santos Street, Pensacola, FL 32502 ("Cahoon") and Edwin J. Spence, an individual residing at 18476 Ft. Morgan Rd., Gulf Shores, AL 36542 ("Spence") and together with Cahoon, the "Assignors") and Shrimp Basket Bottling Company, LLC, a Delaware limited liability corporation ("Assignee"). Each of the Assignors and Assignee are sometimes individually referred to in this Assignment as a "Party" and collectively as the "Parties." Capitalized terms used herein but otherwise not defined shall have the respective meanings given to them in the UPA (as defined below).

WHEREAS, Assignors are the founders of the restaurant chain "Shrimp Basket," (the "Business") and are the owners of 100% of the Units of Holdings;

WHEREAS, pursuant to that certain Unit Purchase Agreement, by and among Seller, Holdings, Buyer, and the Restricted Parties, dated as the date hereof (the "UPA"), the Assignors each sold the Purchased Units to Buyer and agreed to assign all individually held Intellectual Property Rights associated with the Business to Assignee as partial consideration for the payment of the Purchase Price;

WHEREAS, the Assignors now desire to sell, assign, transfer, convey and deliver to Assignee all of the Assignors' respective rights, titles, and interests in, to and under any and all (i) Intellectual Property Rights owned by the Assignors and related to the Business, including the Intellectual Property Rights set forth on Schedule I, including all goodwill associated therewith; and (ii) rights and interests related to such Intellectual Property Rights in income, royalties, damages and payments accrued, due or payable as of the date hereof or thereafter (including damages and payments for past, present, or future infringements or misappropriations thereof), the right to sue and recover for past, present, or future infringements or misappropriation thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world (collectively (i) and (ii), the "Assigned IP").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, mutual covenants, agreements, and understandings contained herein and intending to be legally bound, the Parties hereto hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers, free and clear of all Liens (other than Permitted Liens), to Assignee, all of its respective worldwide rights, titles, and interests in, to and under the Assigned IP.

2. Further Assurances.

(a) From and after the Effective Date, in the event any further action is necessary to carry out the purposes of this Assignment, each Assignor and its respective directors, officers, managers and members shall take all such necessary action as may be reasonably requested by the Assignee to achieve such intent, including the execution of any documentation reasonably requested by the Assignee to effectuate the assignment, transfer and conveyance of the Assigned Trademarks (including any documentation for filing with the United

States Patent and Trademark Office, United States Copyright Office or any equivalent foreign agency or any domain name registrar). Each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights, and any equivalent authority, entity or agency or registrar to record the Assignee as the assignee and owner of the applicable Assigned IP.

(b) Each Assignor hereby grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or United States Copyright Office, or rules of other entities including but not limited to United States or foreign governments or intellectual property offices, for recordation of this document. The Assignee shall have the right to file or record this Assignment and any additional assignment documents as provided in this Article 2 with the United States Patent and Trademark Office, United States Copyright Office and any other equivalent authority, entity or agency anywhere else in the world, and each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Registrar of Copyrights and any such equivalent authorities, entities or agencies to record the Assignee as the assignee and owner of the Assigned IP sold, assigned, transferred, conveyed or delivered to the Assignee pursuant to this Assignment.

(c) Each Assignor shall, promptly following the Effective Date, provide the Assignee with all copies of the following in such Assignor's possession or under such Assignor's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the product of documents and things, constituting, comprising, or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Assigned IP, and such files, documents and tangible things constituting, comprising, or relating to the assertion or enforcement of the Assigned IP to the extent that they could be deemed to affect the scope, validity, or enforceability of the Assigned IP; and (ii) such Assignor's or its agents' list or other means of tracking information relating to the prosecution and maintenance of the Assigned IP throughout the world, including the names, addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

3. Miscellaneous.

(a) The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the Schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (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.

(b) This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be

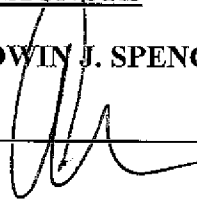
treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto or thereto shall re execute the original form of this Assignment and deliver such form to all other Parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(c) The Parties acknowledge and agree that this Assignment is entered into pursuant to the UPA, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the UPA shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein.


IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

ASSIGNORS

EDWIN J. SPENCE



DAVID P. CAHOON



ASSIGNEE

Shrimp Basket Bottling Company, LLC


By: 

Name: Edwin J. Spence

Title: President and Treasurer

SCHEDULE I

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date
SHRIMP BASKET 	US	77315945 10/29/2007	3499991 9/9/2008