

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507546

<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>
LB IP, LLC		01/28/2019	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LB Franchising, LLC		
<b>Street Address:</b>	3805 Edwards Road		
<b>Internal Address:</b>	Suite 103		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45209		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87110313	@ THE LB	
<b>Serial Number:</b>	87097254	LB	
<b>Serial Number:</b>	87096363	THE LB	
<b>Registration Number:</b>	5243100	THE LB	
<b>Registration Number:</b>	5243101	LB	
<b>Registration Number:</b>	5243102	@ THE LB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5136985079		
<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>	5136985078		
<b>Email:</b>	mmarrero@ulmer.com		
<b>Correspondent Name:</b>	Michael A. Marrero		
<b>Address Line 1:</b>	600 Vine Street, Suite 2800		
<b>Address Line 2:</b>	Ulmer & Berne LLP		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Michael A. Marrero		
<b>SIGNATURE:</b>	/Michael A. Marrero/		

OP \$165.00 87110313

<b>DATE SIGNED:</b>	01/28/2019
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**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”)** is executed effective January 28, 2019, by **LB IP, LLC** an Ohio limited liability company with an address at **3825 Edwards Rd., Suite 103, Cincinnati, OH 45209 (“Assignor”)**, and **LB Franchising, LLC** an Ohio limited liability company with an address at **3825 Edwards Rd., Suite 103, Cincinnati, OH 45209 (“Assignee”)**. (Assignee and Assignor referred to collectively herein as the **“Parties”**).

**RECITALS**

**WHEREAS**, Assignor, is the owner of the following marks, used in interstate commerce in the U.S.A. in connection with the sale of various goods and services identified in the respective Application and Registration Serial Numbers listed below, which were filed with the U.S. Patent and Trademark Office on the respective dates set forth below (hereinafter the **“Trademarks”**); and

Mark	Application No.	Application Date	Registration No.	Registration Date
@ THE LB	87110313	07/20/2016		
LB	87097254	07/08/2016		
THE LB	87096363	07/07/2016		
@ THE LB			5243102	07/11/2017
LB			5243101	07/11/2017
THE LB			5243100	07/11/2017

**WHEREAS**, Assignor has agreed to assign to Assignee its entire right, title and interest in and to the Trademarks.

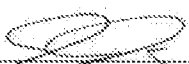
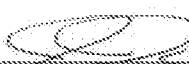
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor does hereby assign to Assignee all of its right, title and interest worldwide in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks and the right to sue for past, present and future infringements of the Trademarks and the right to collect and own any monetary or other damages as a result thereof.
2. **Further Assurances.** Assignor covenants and agrees to execute and deliver, at Assignee’s request, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the transfers and assignments contemplated by this Agreement, at Assignee’s expense. Assignor shall refrain from any further use of the Trademarks or any other mark or designation confusingly similar to the Trademarks. Assignor also represents and warrants:
  - a. that Assignor has the full power, right, and authority to enter into this assignment, and that no third-party’s consent is required;

- b. that Assignor is the sole owner of all right, title and interest in the filed Trademarks, that that title is marketable, and that the title is free and clear of any encumbrance;
  - c. that the Trademarks are not currently the subject of any pending, or (to the best of the knowledge of Assignor) threatened, litigation;
  - d. that Assignor is not aware of any claim by any third party of any rights of any nature, or of infringement, with respect to the Trademarks;
  - e. that the Trademarks, are valid and enforceable and is not limited by the rights of any third parties.
3. **No Third-Party Beneficiary.** None of the provisions in this Agreement shall be deemed to create any rights in any third party.
  4. **Successors and Assigns.** This Agreement and the covenants and agreements herein set forth shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and their respective successors and assigns.
  5. **Headings and Recitals.** Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part thereof. The Recitals to this Agreement are an integral part of this instrument and are incorporated herein by reference.
  6. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and may be amended or modified only by an instrument in writing duly executed by the parties to this Agreement.
  7. **Waiver.** No waiver by any party of any breach of or failure to comply with any provision of this Agreement by the other party shall be effective unless in writing, and no such waiver shall construed as or constitute a continuing waiver of such provisions, or a waiver of any other breach of, or a failure to comply with, any other provision of this Agreement.
  8. **Counterparts.** This Agreement may be executed in two counterparts which together shall constitute a single instrument.

*[The rest of the page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be duly executed and delivered on their behalf by their duly authorized officers as of the date first written above.

<b>ASSIGNOR</b> <b>LB IP, LLC</b> An Ohio limited liability company	<b>ASSIGNEE</b> <b>LB FRANCHISING, LLC</b> An Ohio limited liability company
By:  (Signature)	By:  (Signature)
Name: <u>James Jayas</u> (Printed name)	Name: <u>James Jayas</u> (Printed name)
Its: <u>CEO</u> (Title)	Its: <u>CEO</u> (Title)