

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527364

| | | | |
|---|--|-------------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HHH Holdings, LLC | | 02/01/2019 | Limited Liability Company: |
| MB Venues LLC | | 02/01/2019 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | SBE ENT Holdings, LLC | | |
| Street Address: | 131 Spring Street | | |
| Internal Address: | 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10012 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4606369 | KUMI JAPANESE RESTAURANT + BAR | |
| Registration Number: | 4606372 | KUMI KUMI JAPANESE RESTAURANT + BAR | |
| Registration Number: | 4679152 | CITIZENS KITCHEN AND BAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | tlee@pryorcashman.com,tmdocketing@pryorcashman.com,mwalters-bowens@pryor | | |
| Correspondent Name: | Teresa Lee | | |
| Address Line 1: | 7 Times Square | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| NAME OF SUBMITTER: | Teresa Lee | | |
| SIGNATURE: | /tlee/ | | |
| DATE SIGNED: | 06/11/2019 | | |
| Total Attachments: 4 | source=Assignment in favor of SBE 20190529093606321#page1.tif | | |

CH \$90.00 4606369

source=Assignment in favor of SBE 20190529093606321#page2.tif

source=Assignment in favor of SBE 20190529093606321#page3.tif

source=Assignment in favor of SBE 20190529093606321#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Trademark Assignment**"), dated effective as of February 1, 2019, is made by HHH Holdings, LLC and MB Venues, LLC ("**Assignors**"), in favor of SBE ENT Holdings, LLC, or its designee ("**Assignee**"), pursuant to the terms of a Management Termination Agreement by and between HHH Holdings, LLC, MB/RS Venues, LLC and MB Venues, LLC, on the one hand, and MB/RS Las Vegas, LLC, MB/CG Las Vegas, LLC, and SBE ENT Holdings, LLC, on the other hand, dated as of January 17, 2019 (the "**Termination Agreement**").

WHEREAS, under the terms of the Termination Agreement, Assignors agreed to convey, transfer, and assign to Assignee or its designee, among other assets, certain intellectual property of Assignors, and further agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, if any; and

(c) 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.

2. Recordation and Further Actions. Assignors hereby authorize 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 Trademark Assignment upon request by Assignee.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to Termination Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Termination Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Termination Agreement and the terms hereof, the terms of the Termination Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors has duly executed and delivered this Trademark Assignment as of the date first written above.

HHH Holdings, LLC

By:

Name:

Title:

Brandon Roos
Brandon Roos
General Counsel

MB Vennés, LLC

By:

Name:

Title:

Brandon Roos
Brandon Roos
General Counsel

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date |
|--------------------------------|---------------------|----------------------------|--------------------------|
| Kumi Japanese Restaurant + Bar | United States | 4606369 | September 16, 2014 |
| Kumi Japanese Restaurant + Bar | United States | 4606372 | September 16, 2014 |
| Citizen's Kitchen and Bar | United States | 4679162 | September 16, 2014 |