

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ellis Fibre USA, LLC		06/27/2019	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Restaurant Technologies, Inc.		
Street Address:	2250 Pilot Knob Road, Suite 100		
City:	Mendota Heights		
State/Country:	MINNESOTA		
Postal Code:	55120		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5310228	GREASE LOCK	
Registration Number:	4408479	GREASE LOCK SYSTEM C	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Sally M. Abel, Esq.		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	35679-01000-2185		
NAME OF SUBMITTER:	Sally M. Abel		
SIGNATURE:	/sabel/		
DATE SIGNED:	07/02/2019		
Total Attachments: 5			
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EXHIBIT A-3
TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“*Agreement*”) is made effective as of June 27, 2019 (“*Effective Date*”), and is entered into by and between Ellis Fibre USA, LLC, a Louisiana limited liability company having an address at 670 Southern Trace Parkway, Shreveport, LA 71106 (“*Assignor*”), and Restaurant Technologies, Inc., a Delaware corporation having an address at 2250 Pilot Knob Road, Suite 100, Mendota Heights, MN 55120 (“*Assignee*”).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement and that certain Intellectual Property Assignment Agreement, each dated as of June 27, 2019, by and between Assignor and Assignee and the other Sellers (together, the “*Purchase Agreement*”), Assignor agreed to sell, assign, transfer, convey, and deliver, and cause to be sold, assigned, transferred, conveyed, and delivered, to Assignee all of Assignor’s right, title and interest in and to the Transferred Trademarks.

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Effective as of the Effective Date, and by its execution of hereof, Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers all of Assignor’s right, title, and interest, for all jurisdictions throughout the world, including all countries and political entities, in and to:

a. the Transferred Trademarks, including, without limitation, the Transferred Trademarks described on Schedule A, attached hereto and made a part hereof (the “*Assigned Marks*”), including those that are registered and those that are pending registration;

b. any and all goodwill associated with the Assigned Marks and in the business, products, and services symbolized by the Assigned Marks, including any and all rights, priorities, and privileges of Assignor under the laws of the United States and any of its states, the laws of any other jurisdiction, multinational law, and any compact, treaty, protocol, convention, or organization, and all common law rights;

c. any and all income, royalties or payments due, accrued, or payable as of the Effective Date or thereafter, proceeds, claims, causes of action, and rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Assigned Marks; and

d. any and all applications and registrations of the Assigned Marks that Assignor or its Affiliates hold or control, including, without limitation, the right to file additional trademark applications and to all resulting registrations.

2. Assignor agrees that from time to time, at the reasonable request of Assignee and at Assignee's expense, Assignor shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate Assignor's assignment, transfer, and conveyance of the Assigned Marks of this Agreement and the transactions contemplated by this Agreement and the Purchase Agreement (including any documentation to perfect and record the rights granted hereunder in the Assigned Marks in any jurisdiction through the world). Assignor acknowledges and agrees that Assignee may perfect and record this Agreement or such other documentation in any jurisdiction throughout the world, and that Assignor shall cooperate therewith. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Agreement or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world. Assignor does hereby make, constitute and appoint Assignee (and any officer or agent of Assignee as Assignee may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments solely as necessary to implement and effect fully the express intentions, purposes and provisions of this Agreement, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the United States Patent and Trademark Office and other trademark offices and intellectual property governmental offices in any jurisdiction throughout the world. This power of attorney is coupled with an interest and shall be irrevocable.

3. This Agreement is intended to evidence the consummation of the sale, assignment, and transfer by Assignor and its Affiliates of the Assigned Marks pursuant to the Purchase Agreement. Assignor and Assignee each hereby acknowledges and agrees that nothing in this Agreement, express or implied, is intended to or shall be construed to limit in any way the terms of the Purchase Agreement or constitute a waiver or release by any party of any rights, liabilities, duties, or obligations granted to or imposed upon any of them by the terms of the Purchase Agreement.

4. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Notwithstanding the foregoing, if counterpart signatures are delivered by electronic means, each party shall promptly thereafter exchange original, ink-signed signatures to the other party.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles of such state.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

ELLIS FIBRE USA, LLC

By: Kathryn R. Salpietra

Name: Kathryn R. Salpietra

Title: Managing Member

STATE OF
COUNTY OF

On _____ before me, _____ (the undersigned notary), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

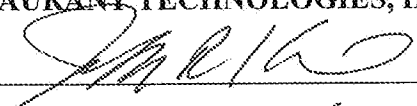
WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNEE:

RESTAURANT TECHNOLOGIES, INC.

By: 

Name: Jeffrey R Kiesel

Title: CEO


STATE OF
COUNTY OF

On _____ before me, _____ (the undersigned notary), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

**SCHEDULE A to EXHIBIT A-3
ASSIGNED MARKS**

TRADEMARK	COUNTRY	FILING DETAILS
GREASE LOCK	United States	App. No.: <u>87355272</u> Filing Date: 01-Mar-2017 Reg. No.: 5310228 Reg. Date: 17-Oct-2017
GREASE LOCK SYSTEM C (and design) 	United States	App. No.: <u>85749147</u> Filing Date: 09-Oct-2012 Reg. No.: 4408479 Reg. Date: 24-Sep-2013