

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elevation Franchise Ventures, LLC		06/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EBIP Holdings, LLC		
Street Address:	9720 Wilshire Boulevard, Suite 500		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4330771	THE BEST-TASTING, BETTER-FOR-YOU BURGER.	
Registration Number:	3840288	INGREDIENTS MATTER	
Registration Number:	4275826		
Registration Number:	4386506	ELEVATION BURGER INGREDIENTS MATTER	
Registration Number:	4780320	ORGANICALLY DELICIOUS	
Serial Number:	88273130	ELEVATION BURGER	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	3102822000 x2108		
Email:	trademarks@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
NAME OF SUBMITTER:	David W. Grace		
SIGNATURE:	/dwg/		
DATE SIGNED:	07/08/2019		

OP \$165.00 4330771

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of June 19, 2019, is made by Elevation Franchise Ventures, LLC, a Delaware limited liability company (“**EFV**”), in favor of EBIP Holdings, LLC, a Virginia limited liability company (“**EBIP**”).

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EFV hereby irrevocably conveys, transfers, and assigns to EBIP, and EBIP hereby accepts, all of EFV's right, title, and interest in and to all of EFV's intellectual property, including, without limitation, all of the following (the “**Assigned IP**”):

(a) all trademarks, service marks, and trade dress, whether or not registered, including without limitation the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all inventions, whether or not patented, including without limitation all patents, patent applications and patent proceedings and all issuances, reissues, extensions, and renewals thereof, and for the entire terms of any patents, all patents, reissues, extensions, or renewals that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of such patents (the “**Patents**”);

(c) all copyrights and works of authorship, whether or not registered, including without limitation all websites and marketing materials and the logos shown on Schedule 1 hereto;

(d) all domain names (including all sub-domains and related URLs);

(e) all e-mail, social media, and other communication and marketing accounts registered in the name of or used by EFV;

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

(g) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) 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. EFV hereby authorizes the Commissioner for Patents and Trademarks of the United States of America and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by EBIP. Following the date hereof, upon EBIP's request, EFV shall take such steps and actions, and provide such cooperation and assistance to EBIP and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to EBIP, or any assignee or successor thereto.

3. Counterparts. This IP 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 IP 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 IP Assignment.

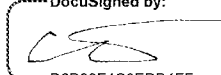
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

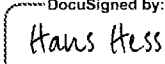
IN WITNESS WHEREOF, EFV has duly executed and delivered this IP Assignment as of the date first above written.

ELEVATION FRANCHISE VENTURES, LLC

DocuSigned by:

By: _____
Name: Cord Thomas
Its: President

AGREED TO AND ACCEPTED:

EBIP HOLDINGS, LLC

DocuSigned by:

By: _____
Name: Hans Hess
Its: Manager

SCHEDULE 1

Trademarks

Mark	Registration Date	Registration Number	Status
The Best-Tasting, Better-For-You Burger	7-May-13	4,330,771	Registered
Ingredients Matter	31-Aug-10	3,840,288	Registered
Winged Burger (design) 	15-Jan-13	4,275,826	Registered
Elevation Burger Ingredients Matter (Trade Dress, with Design) 	20-Aug-13	4,386,506	Registered
Organically Delicious	28-Jul-15	4,780,320	Registered
ELEVATION NATION	25-Mar-15 (App.)	86576028 (Serial)	Abandoned
	23-Jan-19 (App.)	88273130 (Serial)	Published