

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544681

<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>
Clyde's Restaurant Group, Inc.		07/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CGRH, LLC		
<b>Street Address:</b>	c/o Graham Holdings Company		
<b>Internal Address:</b>	1300 North 17th Street		
<b>City:</b>	Arlington		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22209		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3305254	CLYDE'S WILLOW CREEK FARM	
<b>Registration Number:</b>	3219306	OYSTER RIOT	
<b>Registration Number:</b>	0864364	SEVENTEEN EIGHTY NINE	
<b>Registration Number:</b>	0864368	1789	
<b>Registration Number:</b>	1772073	THE TOMATO PALACE	
<b>Registration Number:</b>	5593581	THE SOUNDRY	
<b>Registration Number:</b>	1787204	THE TOMBS	
<b>Registration Number:</b>	4135689	THE HAMILTON	
<b>Registration Number:</b>	0864366	WICKETS	
<b>Registration Number:</b>	1327570	THE TOMBS	
<b>Registration Number:</b>	2808110	TOWER OAKS LODGE	
<b>Registration Number:</b>	4568234	CLYDE'S	
<b>Registration Number:</b>	1082996	OLD EBBITT GRILL	
<b>Registration Number:</b>	0897530	CLYDE'S	
<b>Registration Number:</b>	2316534	CLYDE'S RESTAURANT G R O U P	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202-662-5439  
**Email:** trademarks@cov.com  
**Correspondent Name:** Marie Lavalleye, Covington & Burling LLP  
**Address Line 1:** One CityCenter, 850 Tenth Street NW  
**Address Line 4:** Washington, D.C. 20001

<b>ATTORNEY DOCKET NUMBER:</b>	013406.00070
<b>NAME OF SUBMITTER:</b>	Marie A. Lavalleye
<b>SIGNATURE:</b>	/Marie A. Lavalleye/
<b>DATE SIGNED:</b>	10/10/2019

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is made as of this July 30, 2019, by and between Clyde’s Restaurant Group, Inc., a Delaware corporation, (“**Seller**”) and CGRH, LLC, a Delaware limited liability company (“**Purchaser**”). Seller and Purchaser are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Seller is the sole and exclusive owner of the trademarks and U.S. trademark registrations and applications set forth on Schedule A attached hereto and made part hereof, together with all goodwill of the business associated with and symbolized by the use of such trademarks (collectively, the “**Trademarks**”);

**WHEREAS**, Seller, Purchaser and certain of their respective Affiliates have entered into that certain Share and Asset Purchase Agreement, dated as of May 22, 2019 (the “Purchase Agreement”);

**WHEREAS**, in connection with the Purchase Agreement, Purchaser agreed to acquire from Seller, and Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser, all of Seller’s rights, title and interests in and to the Trademarks, together with the goodwill of the business associated with and symbolized by the Trademarks.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Purchase Agreement, this Trademark Assignment and the other Transaction Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Defined Terms.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.
- 2. Conveyance and Acceptance of Trademarks.** Effective as of the date hereof, in accordance with the provisions of the Purchase Agreement, (a) Seller hereby irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Purchaser (and to Purchaser’s successors and assigns) (i) all of its rights, title and interest in and to the Trademarks, including all common law rights therein and all trademark and service mark registrations and applications relating to the Trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Trademarks; (ii) all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Trademarks against any third party; (iii) all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Trademarks; and (iv) all goodwill of the Company’s business associated with and

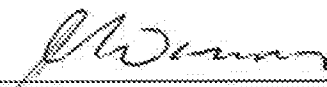
symbolized by the use of the Trademarks, and (b) Purchaser hereby accepts such assignment, transfer, conveyance, and delivery.

3. **Recordation.** Seller hereby authorizes Purchaser to record this Trademark Assignment with the U.S. Patent and Trademark Office. All costs and expenses, including all filing and recordation fees and other disbursements, associated with the conveyance of the Trademarks and with the recordation of this Trademark Assignment shall be borne by the Purchaser.
4. **Purchase Agreement Controls.** Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Purchaser or Seller set forth in the Asset Purchase Agreement. This Trademark Assignment is subject to, and governed entirely in accordance with, the terms and conditions of the Asset Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement.
5. **Further Assurances.** Seller shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things as may be necessary or as Purchaser may reasonably request in order to fulfill the purposes and intent of this Trademark Assignment. Seller shall, and shall cause its outside trademark counsel to, deliver to Purchaser, within 30 days of the Closing Date, all of Seller's and its outside counsel's original files (or true and accurate copies thereof) relating to the Trademarks, including any and all files existing as of the Closing Date (to the extent kept with Seller's or its outside counsel's files relating to the Trademarks) containing search reports and information and documents reflecting the first use of any of the Trademarks, including representative specimens showing current and past use of each of the Trademarks and, if any of the Trademarks is no longer in use, the date of last use thereof, and any non-privileged information and documents relating to the validity or enforceability of any of the Trademarks.
6. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Agreement shall be subject to all applicable provisions of Article IX (General Provisions) of the Purchase Agreement.

*[Signature page follows]*

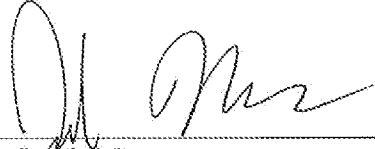
IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

CLYDE'S RESTAURANT GROUP, INC.

By:   
Name: Jeff Owens  
Title: Chief Financial Officer

*[Signature Page to Trademark Assignment Agreement]*

**CGRH, LLC**



By: \_\_\_\_\_

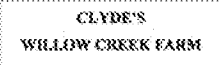

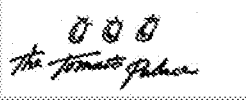
Name: Jacob Maas


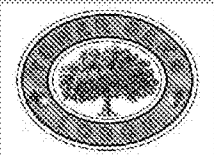
Title: Vice President

*[Signature Page to Trademark Assignment Agreement]*

**SCHEDULE A**

**TRADEMARKS**

Recorded Owner	Mark	U.S. Serial No.	App. Date	U.S. Reg. No.	Reg. Date	Status	Classes
CRG		76671124	January 8, 2007	3305254	October 9, 2007	The registration has been renewed	Int'l: 043/ U.S.: 100, 101
CRG	OYSTER RIOT	76657829	April 3, 2006	3219306	March 20, 2007	The registration has been renewed.	Int'l: 041/ U.S.: 100, 101, 107
CRG	SEVENTEEN EIGHTY NINE	72289621	January 25, 1968	864364	January 28, 1969	The registration has been renewed	Int'l: 042/ U.S.: 100
CRG		72289625	January 25, 1968	864368	January 28, 1969	The registration has been renewed.	Int'l: 042/ U.S.: 100
CRG		74310542	September 3, 1992	1772073	May 18, 1993	The registration has been renewed	Int'l: 042/ U.S.: 100
CRG	THE SOUNDRY	87651569	October 19, 2017	5593581	October 30, 2018	Registered	Int'l: 041, 043/ U.S.: 100, 101, 107
CRG		74320839	October 8, 1992	1787204	August 10, 1993	The registration has been renewed.	Int'l: 042/ U.S.: 100

Recorded Owner	Mark	U.S. Serial No.	App. Date	U.S. Reg. No.	Reg. Date	Status	Classes
CRG		76707353	April 20, 2011	4135689	May 1, 2012	A Sections 8 and 15 combined declaration has been accepted and acknowledged.	Int'l: 041, 043/ U.S.: 100, 101, 107
CRG	WICKETS	72289623	January 25, 1968	864366	January 28, 1969	The registration has been renewed.	Int'l: 042/ U.S.: 100
CRG	THE TOMBS	73484987	June 13, 1984	1327570	March 26, 1985	The registration has been renewed.	Int'l: 042/ U.S.: 100
CRG		76471834	November 26, 2002	2808110	January 27, 2004	The registration has been renewed.	Int'l: 043/ U.S.: 100, 101
CRG	CLYDE'S	86141782	December 12, 2013	4568234	July 15, 2014	Registered.	Int'l: 043/ U.S.: 100, 101
CRG	OLD EBBITT GRILL	73127699	May 23, 1977	1082996	January 17, 1978	The registration has been renewed.	Int'l: 042/ U.S.: 100
CRG		72351168	February 12, 1970	897530	August 25, 1970	The registration has been renewed.	Int'l: 042/ U.S.: 100
CRG		75630238	January 29, 1999	2316534	February 8, 2000	The registration has been renewed.	Int'l: 042/ U.S.: 100, 101