

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kona Grill, Inc.		10/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kona Grill Acquisition, LLC		
Street Address:	c/o The One Group, 1624 Market St., Ste.311		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2414461	KONA GRILL	
Registration Number:	4061001	KONAVORE	
Registration Number:	3729306	EAST MEETS WEST. THEY PARTY.	
Serial Number:	87937061	EAT MORE BEER DRINK MORE BEER.	
Serial Number:	87937065	XXI BREW CO	
Serial Number:	87937067	XXI BREW CO LAS VEGAS, NV	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617-832-1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Nicole Kinsley, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02145		
NAME OF SUBMITTER:	Nicole Kinsley, Esq.		
SIGNATURE:	/Nicole Kinsley/		
DATE SIGNED:	10/17/2019		
Total Attachments: 5			

OP \$165.00 2414461

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ASSIGNMENT OF TRADEMARKS

Kona Grill, Inc., a Delaware corporation, being a Chapter 11 Debtor and Debtor in Possession under Case No. 19-10953 (CSS) in the Bankruptcy Court (the “**Assignor**”) is executing this Assignment of Trademarks (this “**Assignment**”) in favor of Kona Grill Acquisition, LLC, a Delaware limited liability company (the “**Assignee**”), with respect to the following facts and circumstances:

(A) Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated as of August 30, 2019 (the “**Purchase Agreement**”). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Purchase Agreement;

(B) Assignor owns certain trademarks and service marks, trademark and service mark applications and/or registrations and all common law rights associated therewith, including but not limited to those listed in the attached Schedule 1 and incorporated herein (“**Marks**”);

(C) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Purchase Agreement. Pursuant to the Purchase Agreement, Assignor is required to execute and deliver this Assignment at the Closing; and

(D) Concurrently with this Assignment, pursuant to the Purchase Agreement, Assignee is acquiring from Assignor the entirety of the ongoing and existing business to which the Marks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks together with the good will of the business symbolized by the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives.

2. Assignor hereby requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to its choice of law provisions.

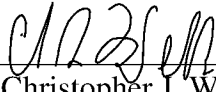
4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Assignment by facsimile or electronic mail (with signature visible) shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 4th day of October, 2019.

ASSIGNOR:

Kona Grill, Inc., a
Delaware corporation and
Debtor and Debtor in Possession

By: 
Name: Christopher J. Wells
Its: Chief Restructuring Officer

ASSIGNEE:

Kona Grill Acquisition, LLC,
a Delaware limited liability company

By: _____
Name: Tyler Loy
Its: Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 4 day of October, 2019.

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Kona Grill, Inc., a
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By: _____
Name: Christopher J. Wells
Its: Chief Restructuring Officer

ASSIGNEE:

Kona Grill Acquisition, LLC,
a Delaware limited liability company

By: 
Name: Tyler Loy
Its: Chief Financial Officer

Schedule 1

Trademarks

Trademarks

KONA GRILL

KONAVORE


EAST MEETS WEST. THEY PARTY.

EAT MORE BEER DRINK MORE BEER

XXI BREW CO



Trademark Applications and Registrations

Trademark	US Trademark Application and Registration Numbers
KONA GRILL	2,414,461
KONAVORE	4,061,001
EAST MEETS WEST. THEY PARTY.	3,729,306
EAT MORE BEER DRINK MORE BEER	87/937,061
XXI BREW CO	87/937,065
	87/937,067