

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547922

<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>
Lenny's Intellectual Property, LLC		11/04/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lenny's Holdings LLC		
<b>Street Address:</b>	2500 Farmers Drive, Suite 140		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43235		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5099646	LENNYS GRILL & SUBS	
<b>Registration Number:</b>	3537081	LENNY'S SUB SHOP	
<b>Registration Number:</b>	3798013	LENNY'S	
<b>Registration Number:</b>	2549035	LENNY'S SUB SHOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5132414771		
<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>			
<b>Phone:</b>	(513) 352-6678		
<b>Email:</b>	dawn.schneider@thompsonhine.com		
<b>Correspondent Name:</b>	Carrie Shufflebarger, Thompson Hine LLP		
<b>Address Line 1:</b>	312 Walnut Street, Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Carrie A. Shufflebarger		
<b>SIGNATURE:</b>	/cas/		
<b>DATE SIGNED:</b>	11/04/2019		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), is entered into as of the 4th day of November, 2019, by and between LENNY'S INTELLECTUAL PROPERTY, LLC, a Delaware limited liability company ("Assignor") and LENNY'S HOLDINGS LLC, an Ohio limited liability company and/or its affiliate ("Assignee").

### RECITALS

WHEREAS, Assignor, LENNY'S FRANCHISE SYSTEMS, LLC, an Indiana limited liability company (the "Company"), and LGS RESTAURANT #621, LLC, an Indiana limited liability company ("LGS" and collectively, with Company and LIP, the "Sellers" and each, a "Seller"), LENNY'S HOLDINGS LLC, an Ohio limited liability company ("Holdings"), LENNY'S STEAKERY LLC, an Ohio limited liability company ("Steakery" and together with Holdings, "Buyer"), and solely for purposes of Section 5.20, JV Partners 3, LLC, an Indiana limited liability company ("JV"), and Johnson Ventures, Inc., an Indiana corporation ("Johnson" and collectively with JV, the "Guarantors"), are parties to that certain Agreement for Purchase and Sale of Assets, dated as of the date hereof (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, the execution and delivery of this Agreement is a Closing delivery under the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, and in connection with the consummation of the transactions contemplated thereby, Assignor desires to assign, transfer, and deliver to Assignee, and Assignee desires to accept from Assignor, the transfer and assignment of all of Assignor's right, title and interest in and to the Intellectual Property Assets, including, without limitation, those set forth on Exhibit A attached hereto (the "IP Assets"), subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby irrevocably assigns, transfers, and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor's right, title, and interest in, to and under the IP Assets, as fully and entirely as such IP Assets would have been held and enjoyed by Assignor had this IP Assignment not been made, including, without limitation, (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all goodwill associated therewith, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the IP Assets, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the IP Assets from Assignor.

2. Terms of IP Assignment. The representations, warranties, covenants and agreements with respect to the IP Assets are those set forth in, and are governed by the terms of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern and control.

3. Recordation. Assignee shall have the right, at its own expense, to record this IP Assignment with any applicable governmental authority (including, without limitation, the U.S. Patent and Trademark Office) so as to perfect its ownership of the IP Assets.

4. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of law thereof.

5. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of Assignee, Assignor, and each of their respective successors and assigns.

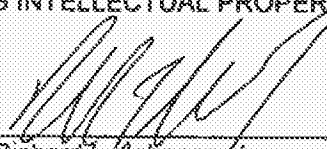
6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

[Signature Page Follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Intellectual Property Assignment Agreement as of the date and year first above written.

**ASSIGNOR:**

LENNY'S INTELLECTUAL PROPERTY, LLC

By:   
Name: Richard L. Johnson, Jr.  
Title: Managing Member

**ASSIGNEE:**

LENNY'S HOLDINGS LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Intellectual Property Assignment Agreement as of the date and year first above written.

**ASSIGNOR:**

**LENNY'S INTELLECTUAL PROPERTY, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**LENNY'S HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*Charley M. Shiu*  
*CEO*

[Signature Page to IP Assignment Agreement]

**Domain Names:**

**Exhibit A**

<b>Domain Name</b>	<b>Service</b>
everybodydeservesgreatfood.com	Network Solutions
everybodydeservesgreatfood.net	Network Solutions
lennysfranchiseapplication.com	Go Daddy
ilovelennys.com	Go Daddy
lennyslearn.com	Go Daddy
lennysfranchise.com	Network Solutions
lennysfranchises.com	Network Solutions
lennysubshop.net	Process Domains
lennysubshop.com	Go Daddy
lennyscorp.com	Go Daddy
favoritelennys.com	Network Solutions
lennysnet.com	Network Solutions
lennysonline.com	Network Solutions
lennysmail.com	Network Solutions
lennys.com	Network Solutions
lennysgrillandsubs.com	Network Solutions
lennysgrillandsubs.site	Network Solutions
lennysgrillandsubs.org	Network Solutions
lennysgrillandsubs.net	Network Solutions
lennysreviews.com	Network Solutions
reviewlennys.com	Network Solutions

Registered Trademarks:

Country	Trademark	Reg. No.	Reg. Date	Current Owner
U.S.	LENNY'S GRILL & SUBS & DESIGN	5,099,646	12/13/2016	Lenny's Intellectual Property, LLC
U.S.	LENNY'S SUB SHOP	3,537,081	11/25/2008	Lenny's Intellectual Property, LLC
U.S.	MORE FOOD, MORE TASTE, MORE PERSONALITY!	3,634,771	06/09/2009	Lenny's Intellectual Property, LLC
U.S.	LENNY'S	3,798,013	06/08/2010	Lenny's Intellectual Property, LLC
U.S.	LENNY'S SUB SHOP & DESIGN	2,549,035	03/19/2002	Lenny's Intellectual Property, LLC
European Union	LENNY'S	005832217	04/28/2008	Lenny's Intellectual Property LLC

TRADEMARK

REEL: 006786 FRAME: 0791

RECORDED: 11/04/2019