

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panda Libre Holdings LLC		12/03/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Panda Restaurant Group, Inc.		
Street Address:	1683 Walnut Grove Avenue		
City:	Rosemead		
State/Country:	CALIFORNIA		
Postal Code:	91770		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5744590	PANDA LIBRE	
Serial Number:	88292361	PANDA LIBRE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	16267999898		
Email:	charles.chen@pandarg.com		
Correspondent Name:	Charles Chen		
Address Line 1:	1683 Walnut Grove Avenue		
Address Line 4:	Rosemead, CALIFORNIA 91770		
NAME OF SUBMITTER:	Charles Chen		
SIGNATURE:	/Charles Chen/		
DATE SIGNED:	12/21/2020		
Total Attachments: 5			
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OP \$65.00 5744590

EXHIBIT B

TRADEMARK AND COPYRIGHT ASSIGNMENT

WHEREAS, Panda Libre Holdings LLC, an Arizona limited liability company with a principal place of business at 321 E Constitution Drive, Gilbert, Arizona 85296, and Paul Fan, an individual, with an address of 321 E. Constitution Drive, Gilbert, Arizona 85296 (collectively, "Assignor"),

WHEREAS, Assignor owns all right, title and interest in and to: (i) U.S. Trademark Registration No. 5,744,590 for the mark PANDA LIBRE; and (ii) U.S. Application Serial No. 88/292,361 for the mark PANDA LIBRE (& Design) (collectively, the "Trademarks");

WHEREAS, Assignor owns certain rights of copyright in and to the works of visual art comprising the drawing images identified as "Works of Visual Art" (the "Works"), each as further set forth in **Schedule 1** herein;

WHEREAS, Panda Restaurant Group, Inc., a California corporation with a principal place of business at 1683 Walnut Grove Avenue, Rosemead, California 91770 ("Assignee"), has acquired all of Assignor's right, title and interest in and to the Trademarks, including without limitation the goodwill of the business symbolized by the Trademarks, and Assignor has agreed to assign the Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the copyright in the Works, and to exercise the exclusive rights of copyright ownership afforded worldwide, including without limitation by the laws of the United States of America with respect to the Works.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants, conveys, assigns, sells, and transfers to Assignee (1) all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the right to sue and recover damages and profits for all past, present, and future third-party infringements, if any; and (2) any and all rights of copyright held by Assignor in the Works, including without limitation, all rights of copyright therein and the exclusive rights: to reproduce or authorize the reproduction thereof; to distribute and sell same in multiple copies; to prepare derivative works based thereon; to publicly display the Works, to incorporate the Works into other media and objects; and all other rights and privileges arising from ownership of copyright in the Works afforded by the laws of the United States of America and worldwide, with the right to sue for infringements of the Works, and to recover damages and profits for all past, present, and future infringements of the Works. Assignor hereby waives, for all purposes and world-wide, all moral rights in the Works.

1. Effective Date of the Agreement.

This Agreement is effective as of the date of full execution by the Parties (the "Effective Date").

2. Acknowledgement.

Assignor agrees and acknowledges that: (i) it will not challenge, contest or otherwise attempt to affect the rights of Assignee or any affiliate thereof to use, reproduce, prepare derivative works of, distribute, or publicly display the Works; (ii) it will not challenge, contest or otherwise attempt to affect the rights of Assignee or any affiliate thereof to use, register and maintain the Trademarks in any manner; and, (iii) Assignee may “bootstrap” or otherwise claim all dates of first use and other common law rights that Assignor ever had with respect to the Trademarks.

3. Authorization.

Assignor authorizes the Commissioner of Trademarks of the United States, other empowered officials of the USPTO, or other appropriate trademark application/registration authority in any other jurisdiction, to record the transfer of the registration and application associated with the Trademarks to Assignee as the assignee of Assignor’s entire right, title and interest therein. Assignor, by and through Assignor’s attorney, agrees to further execute any documents reasonably necessary to effectuate this assignment or to confirm Assignee’s ownership of the Intellectual Property.

4. Counterparts.

The parties hereto may execute this Agreement in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts taken together will constitute one and the same instrument. The parties may deliver each counterpart by facsimile or email transmission, which transmission will be deemed delivery of an originally executed document.

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by a duly authorized officer effective as of the Effective Date.

“Assignor”

PANDA LIBRE HOLDINGS LLC

By: _____

Name: _____

Title: _____

Date: _____

“Assignee”

PANDA RESTAURANT GROUP, INC.

By: Peggy Cherng

Name: Peggy Cherng

Title: Co-CEO

Date: 12/3/2020

PAUL FAN

By: _____

Name: _____

Title: _____

Date: _____

Attachment:

Schedule 1: Intellectual Property subject to Assignment


IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by a duly authorized officer effective as of the Effective Date.

“Assignor”

“Assignee”

PANDA LIBRE HOLDINGS LLC

PANDA RESTAURANT GROUP, INC.

By: 

By: _____

Name: Paul Fan

Name: _____

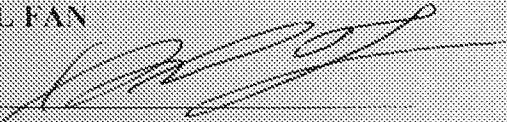
Title: Member

Title: _____

Date: 12-3-2020

Date: _____

PAUL FAN

By: 

Name: Paul Fan

Title: _____


Date: 12-3-2020

Attachment:

Schedule 1: Intellectual Property subject to Assignment

SCHEDULE 1

Trademarks

Trademark	Serial No.	Registration No.	Goods & Services
PANDA LIBRE	88105075	5744590	<u>Class 43</u> – Restaurant services
PANDA LIBRE (& Design) 	88292361	[Pending]	<u>Class 25</u> – Clothing, namely, t-shirts, hoodies, polo shirts, and hats <u>Class 43</u> – Restaurant and bar services

Works of Visual Art

