

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616373

<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>
Skyline CEM Holdings, LLC		12/23/2020	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Skyline Chili, LLC		
<b>Street Address:</b>	4180 Thunderbird Lane		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1221066	SKYLINE	
<b>Registration Number:</b>	1293403	SKYLINE CHILI	
<b>Registration Number:</b>	1362692	SKYLINE CHILI	
<b>Registration Number:</b>	2197258	SKYLINE CHILI EST.1949	
<b>Registration Number:</b>	2197268	SKYLINE CHILI	
<b>Registration Number:</b>	2365353	SKYLINE CHILI	
<b>Registration Number:</b>	2460522	SKYLINE CHILI EST.1949	
<b>Registration Number:</b>	2461768	IT'S SKYLINE TIME.	
<b>Registration Number:</b>	2461787	FEELING GOOD AND HUNGRY? IT'S SKYLINE TI	
<b>Registration Number:</b>	2911840	FRESH SELECTS	
<b>Registration Number:</b>	2959263	SKYLINE CHILI	
<b>Registration Number:</b>	3997946	WHENEVER YOU'RE FEELING GOOD AND HUNGRY,	
<b>Registration Number:</b>	4406984	FEELING GOOD, IT'S SKYLINE TIME!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5132416234		
<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>	5132412324		
<b>Email:</b>	tremaklus@whe-law.com		
<b>TRADEMARK</b>			

OP \$340.00 1221066

**Correspondent Name:** Theodore R. Remaklus  
**Address Line 1:** 441 Vine Street  
**Address Line 2:** 2700 Carew Tower  
**Address Line 4:** Cincinnati, OHIO 45202

**ATTORNEY DOCKET NUMBER:** SKY-4-122

**NAME OF SUBMITTER:** Theodore R. Remaklus

**SIGNATURE:** /theodore r remaklus/

**DATE SIGNED:** 12/23/2020

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Agreement”) made this 23rd day of December, 2020 (the “Effective Date”) by and between **Skyline CEM Holdings, LLC**, an Ohio limited liability company (the “Assignor”), and **Skyline Chili, LLC**, an Ohio limited liability company (“Company”).

### RECITALS:

**A.** Assignor and the Company, among others, are entering into a series of related reorganization transactions (together, the “Reorganization Transactions”), including selling ownership interests in the Company to one or more new outside investors pursuant to the terms of a certain Reorganization and Purchase Agreement (the “Reorganization Agreement”).

**B.** As part of the Reorganization Transactions, Assignor, formerly known as Skyline Chili, Inc., was statutorily converted from an Ohio corporation to an Ohio limited liability company and renamed Skyline CEM Holdings, LLC.

**C.** The Company was formed as part of the Reorganization Transactions as Skyline QOZB, LLC and renamed as Skyline Chili, LLC.

**D.** This Agreement is executed and the assignment of the Company Intellectual Property described herein is undertaken as a prerequisite to the execution of the Reorganization Agreement by the parties thereto.

### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises made herein the parties agree as follows:

**1. Definitions.** Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings specified in this Section 1 or referred to in this Section 1.

“**Company Intellectual Property**” means all Intellectual Property owned by the Assignor.

“**Intellectual Property**” means any and all trademarks, trade names, service marks, and domain names; original works of authorship and related copyrights (whether registered or unregistered); trade secrets, know-how, designs and inventions (whether or not patentable) and related patents, discoveries, improvements, technology, business and technical information, databases, data compilations and collections, recipes, formulae, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein whether or not patentable; internet domain names and social media account or user names (including “handles”), all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, and similar intangible property in which any Person holds proprietary rights, title, interests or protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, all applications,

registrations, renewals, issues, reissues, extensions, divisions and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Law(s)**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Licensed Intellectual Property**” means Intellectual Property in which the Assignor holds exclusive or non-exclusive rights or interests granted by license from other Persons.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

Capitalized terms used herein without definition shall have the respective meanings given to them in the Reorganization Agreement.

**2. Assignment of Intellectual Property.** Assignor hereby assigns to the Company all of its right, title, and interest in and to any and all Company Intellectual Property and Licensed Intellectual Property, including without limitation:

(a) **Registered Marks.** Assignor hereby assigns and transfers to the Company the entire right, title and interest in and to the registered trademarks and service marks identified on **Exhibit A**, attached hereto and incorporated herein (collectively the “Trademarks”), together with (i) the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in each of the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademark), (ii) all income, royalties, and damages that become due or payable to Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of any of the Trademarks, and (iii) all rights to sue for past, present, and future infringements or misappropriations of any of the Trademarks. All of the preceding rights, title and interests shall be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns, as the same would have been held by Assignor had this assignment not been made. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the

registrations set forth on **Exhibit A** to the Company as assignee of Assignor's entire right, title and interest therein.

(b) **Copyrights.** All copyright interest in any works of authorship whether registered or unregistered, including the registered copyrights identified on **Exhibit A**, attached hereto and incorporated herein (collectively the "Copyrights"), together with (i) all rights to renew or extend any registrations included in each of the Copyrights; (ii) the right to apply for copyright registrations within or outside the United States based in whole or in part upon the works of authorship identified in any such Copyrights; (iii) all income, royalties, and damages that become due or payable to Assignor with respect to the Copyrights, including damages and payments for past or future infringements and misappropriations of any of the Copyrights, and (iii) all rights to sue for past, present, and future infringements or misappropriations of any of the Copyrights. All of the preceding rights, title and interests shall be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns, as the same would have been held by Assignor had this assignment not been made.

**3. Moral Rights.** This assignment includes all rights of paternity, integrity, disclosure, attribution and withdrawal and any other rights that may be known or referred to as "moral rights." To the extent any of the foregoing moral rights may not be assigned under applicable law, Assignor hereby waives any and all such moral rights in any Company Intellectual Property and further hereby irrevocably grants to the Company, its successor and assigns, any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the fullest extent possible. Assignor further agrees that it will, without further consideration but at the Company's expense, confirm any such waivers, ratifications and consents from time to time as requested by the Company and further hereby covenants and agrees that it will not bring an action against the Company, its successors or assignee(s) with respect to any alleged violation of such "moral rights".

**4. Records.** Assignor will provide to the Company all correspondence, files and written records relating to the Company Intellectual Property and Licensed Intellectual Property in Assignor's possession or control.

**5. Registrations.** Assignor will, upon request, assist the Company, or its designee, without expense to itself, in every proper way to secure the Company's rights in the Company Intellectual Property and any copyrights, patents, mask work rights or other intellectual property rights relating thereto and in any and all countries, including, but not limited to, the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Company Intellectual Property, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Assignor agrees that its obligations to execute or cause to be executed any such instrument or papers shall be continuing.

**6. Terms of the Reorganization Agreement.** The terms of the Reorganization Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities related to the Company Intellectual Property and the Licensed Intellectual

Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Reorganization Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Reorganization Agreement and the terms of this Agreement, the terms of the Reorganization Agreement shall govern.

**7. Governing Law.** Except for applicable provisions of federal law, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

**8. Counterparts & Electronic Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement, any ancillary documents related hereto and any amendments hereof or thereof may be executed by facsimile or other electronic transmission of such signature (e.g. PDF or other electronic image) or by electronic signature (e.g. DocuSign) and such execution shall have the full force and effect of an original hard copy signature, shall be effective to bind such party to this Agreement, shall be deemed “written” or “in writing,” and shall be treated as an original record established and maintained in the ordinary course of business for all purposes. A printed copy of such electronically transmitted or signed document, including this Agreement, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically transmitted or signed documents on the basis of such electronic transmission or signature.

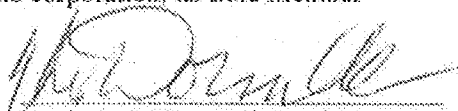
**SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)**

IN WITNESS WHEREOF the parties have set their hands as of the day and year first written above.

**ASSIGNOR:**

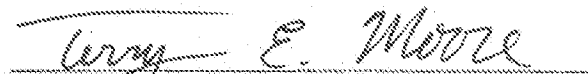
**Skyline CEM Holdings, LLC,**  
an Ohio limited liability company

By: AGM Holdings, Inc.,  
an Ohio corporation, its Sole Member

By:   
Kevin R. McDonnell, President

State of Ohio :  
: ss  
County of Hamilton :

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 2020, by Kevin R. McDonnell, the duly authorized President of AGM Holdings, Inc., an Ohio corporation and the sole member of Skyline CEM Holdings, LLC, known to me or identity proved to my satisfaction, who acknowledged the execution of the foregoing instrument to be his free act and deed and the free company act and deed of Skyline CEM Holdings, LLC.

  
Notary Public



**TERRY E. MOORE**  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date. Section 147.03 O.R.C.

**COMPANY:**

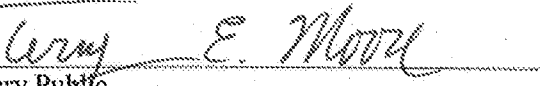
Skyline Chili, LLC, an Ohio limited liability company

By: AGM Holdings, Inc., an Ohio corporation, its Sole Member

By:   
Kevin R. McDonnell, President

State of Ohio :  
: ss  
County of Hamilton :

The foregoing instrument was acknowledged before me this 21 day of December, 2020, by Kevin R. McDonnell, the duly authorized President of AGM Holdings, Inc., an Ohio corporation and sole member of Skyline Chili, LLC, known to me or identity proved to my satisfaction, who acknowledged the execution of the foregoing instrument to be his free act and deed and the free company act and deed of Skyline Chili, LLC.

  
Notary Public

4816-7042-7092.3



TERRY E. MOORE  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date, Section 147.03 O.R.C.






**EXHIBIT A**

**Business Registered IP**

**Patents:**

None.

**Registered Trademarks and Service Marks:**

<b>Trademark or Service Mark</b>	<b>Current Owner</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Application/Registration Number</b>
SKYLINE	Skyline Chili, Inc.	March 10, 1980	December 21, 1982	1,221,066
SKYLINE CHILI	Skyline Chili, Inc.	June 1, 1982	September 4, 1984	1,293,403
	Skyline Chili, Inc.	March 22, 1985	September 24, 1985	1,362,692
	Skyline Chili, Inc.	March 13, 1997	October 20, 1998	2,197,258
SKYLINE CHILI	Skyline Chili, Inc.	March 13, 1997	October 20, 1998	2,197,268
SKYLINE CHILI	Skyline Chili, Inc.	March 13, 1997	July 4, 2000	2,365,353
	Skyline Chili, Inc.	March 13, 1997	June 12, 2001	2,460,522
IT'S SKYLINE TIME	Skyline Chili, Inc.	June 19, 2000	June 19, 2001	2,461,768
FEELING GOOD AND HUNGRY? IT'S SKYLINE TIME	Skyline Chili, Inc.	June 23, 2000	June 19, 2001	2,461,787
FRESH SELECTS	Skyline Chili, Inc.	July 7, 2003	December 14, 2004	2,911,840
SKYLINE CHILI	Skyline Chili, Inc.	April 29, 2004	June 7, 2005	2,959,263
WHENEVER YOU'RE FEELING GOOD AND HUNGRY, IT'S SKYLINE TIME	Skyline Chili, Inc.	January 4, 2011	July 19, 2011	3,997,946
FEELING GOOD, IT'S SKYLINE TIME!	Skyline Chili, Inc.	February 20, 2013	September 24, 2013	4,406,984

**Registered Copyrights:**

Skyline Chili Training Manual (Outdated Version - No Longer In Use)

Registration No.: TXu-137-074

Registered: August 18, 1983

Claimant: Skyline Food Products Company (n/k/a Skyline Chili, Inc.)