

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624483

|   |   |                       |                            |
|---|---|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>   | CORRECTIVE ASSIGNMENT   |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>  | Corrective Assignment to correct the Receiving Party Data previously recorded on Reel 006778 Frame 0390. Assignor(s) hereby confirms the Assignee/Receiving Party Data for Amada Serial No. 85266422 is 3BM1 IP, LLC. |                       |                            |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                            |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>         |
| Latin Valley 2130, LLC  |   | 07/11/2018            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                            |
| <b>Name:</b>  | 3BM1 IP, LLC  |                       |                            |
| <b>Street Address:</b>  | 990 Spring Garden Street  |                       |                            |
| <b>City:</b>  | Philadelphia  |                       |                            |
| <b>State/Country:</b>   | PENNSYLVANIA  |                       |                            |
| <b>Postal Code:</b>   | 19123   |                       |                            |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE   |                       |                            |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                            |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                            |
| <b>Serial Number:</b>   | 85266422  | AMADA                 |                            |
| <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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |   |                       |                            |
| <b>Phone:</b>   | 9857925776  |                       |                            |
| <b>Email:</b>   | melissa.debarbieris@ballardbrands.com   |                       |                            |
| <b>Correspondent Name:</b>  | Melissa DeBarbieris   |                       |                            |
| <b>Address Line 1:</b>  | 180 New Camellia Blvd.  |                       |                            |
| <b>Address Line 2:</b>  | Suite 100   |                       |                            |
| <b>Address Line 4:</b>  | Covington, LOUISIANA 70433  |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Melissa DeBarbieris   |                       |                            |
| <b>SIGNATURE:</b>   | /Melissa DeBarbieris/   |                       |                            |
| <b>DATE SIGNED:</b>   | 02/04/2021  |                       |                            |
| <b>Total Attachments: 12</b>  |   |                       |                            |
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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546488

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION                                       |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>RESUBMIT DOCUMENT ID:</b> | 900509068  |

## CONVEYING PARTY DATA

| Name                   | Formerly | Execution Date | Entity Type                |
|------------------------|----------|----------------|----------------------------|
| Latin Valley 2130, LLC |          | 07/11/2018     | Limited Liability Company: |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | 3BM1 Restaurant Management, LLC         |
| <b>Street Address:</b> | 990 Spring Garden Street                |
| <b>City:</b>           | Philadelphia                            |
| <b>State/Country:</b>  | PENNSYLVANIA                            |
| <b>Postal Code:</b>    | 19123                                   |
| <b>Entity Type:</b>    | Limited Liability Company: DELAWARE     |
| <b>Name:</b>           | 3BM1 Catering, LLC                      |
| <b>Street Address:</b> | 990 Spring Garden St.                   |
| <b>City:</b>           | Philadelphia                            |
| <b>State/Country:</b>  | PENNSYLVANIA                            |
| <b>Postal Code:</b>    | 19123                                   |
| <b>Entity Type:</b>    | Limited Liability Company: PENNSYLVANIA |
| <b>Name:</b>           | 3BM1 IP, LLC                            |
| <b>Street Address:</b> | 990 Spring Garden St.                   |
| <b>City:</b>           | Philadelphia                            |
| <b>State/Country:</b>  | PENNSYLVANIA                            |
| <b>Postal Code:</b>    | 19123                                   |
| <b>Entity Type:</b>    | Corporation: PENNSYLVANIA               |
| <b>Name:</b>           | 3BM1 Olde Bar, LLC                      |
| <b>Street Address:</b> | 990 Spring Garden                       |
| <b>City:</b>           | Philadelphia                            |
| <b>State/Country:</b>  | PENNSYLVANIA                            |
| <b>Postal Code:</b>    | 19123                                   |
| <b>Entity Type:</b>    | Limited Liability Company: PENNSYLVANIA |
| <b>Name:</b>           | 3BM1 LQ, LLC                            |
| <b>Street Address:</b> | 990 Spring Garden                       |
| <b>City:</b>           | Philadelphia                            |

TRADEMARK

|                |   |
|----------------|---|
| State/Country: | PENNSYLVANIA                            |
| Postal Code:   | 19123                                   |
| Entity Type:   | Limited Liability Company: PENNSYLVANIA |

**PROPERTY NUMBERS Total: 19**

| Property Type  | Number   | Word Mark          |
|----------------|----------|--------------------|
| Serial Number: | 85273133 | DISTRITO           |
| Serial Number: | 87020748 | 24 WOOD FIRED FARE |
| Serial Number: | 85266422 | AMADA              |
| Serial Number: | 86580076 | BUENA ONDA         |
| Serial Number: | 85653347 | CHIFA              |
| Serial Number: | 85690606 | GARCES CATERING    |
| Serial Number: | 86791675 | GARCES FOUNDATION  |
| Serial Number: | 85690642 | GARCES GROUP       |
| Serial Number: | 85808157 | GARCES TRADING CO. |
| Serial Number: | 86214220 | LUNA FARM          |
| Serial Number: | 87287953 | OKATSHE            |
| Serial Number: | 87127064 | ORTZI              |
| Serial Number: | 86058094 | ROSA BLANCA        |
| Serial Number: | 86206170 | RURAL SOCIETY      |
| Serial Number: | 86579352 | THE OLDE BAR       |
| Serial Number: | 77449798 | TINTO              |
| Serial Number: | 77793471 | VILLAGE WHISKEY    |
| Serial Number: | 86206142 | VOLVER             |
| Serial Number: | 85949239 | YUBOKA             |

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 9857925776  
**Email:** melissa.debarbieris@garcesgroup.com  
**Correspondent Name:** Melissa DeBarbieris  
**Address Line 1:** 990 Spring Garden Street  
**Address Line 2:** Suite 600  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19123

|                           |                         |
|---------------------------|-------------------------|
| <b>NAME OF SUBMITTER:</b> | Melissa DeBarbieris     |
| <b>SIGNATURE:</b>         | /s/ Melissa DeBarbieris |
| <b>DATE SIGNED:</b>       | 10/24/2019              |

**Total Attachments: 9**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**IP Assignment**"), of July 11<sup>th</sup>, 2018, by and between 3BML, LLC, a Delaware limited liability company ("**Buyer**"), each Assignee (as defined below), and each Assignor listed on the signature pages hereto (each, an "**Assignor**" and, together, the "**Assignors**").

### WITNESSETH:

WHEREAS, on the date hereof, Buyer is purchasing substantially all of the assets of Assignors pursuant to an Asset Purchase Agreement dated June 1, 2018 and effective as of May 9, 2018 (as heretofore amended, including by the Bidding Procedures Order [Case No. 18-19054; Docket No. 236], the Sale Order [Case No. 18-19054; Docket No. 406] and all schedules and exhibits affixed thereto, "**Purchase Agreement**", with capitalized terms used herein without definition having the meanings set forth therein), by and between Buyer and Assignors, in a free and clear bankruptcy sale in the following matter: In Re: Garces Restaurant Group, Inc., d/b/a Garces Group, et al., Debtors, United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**"), Case No.: 18-19054 (JNP); and

WHEREAS, pursuant to and in accordance with the Purchase Agreement, Assignors hereby desire to assign and transfer to Buyer's affiliated designees (each, in such capacity, an "**Assignee**"), and each Assignee hereby desires to acquire, all of Assignor's right, title and interest in and to the applicable Intellectual Property as set forth in greater detail on Schedule A hereto, including without limitation the United States registrations and applications for the registration of each applicable Trademark as set forth in greater detail on the attached Schedule B (the "**Registrations**"); and

WHEREAS, on or prior to the date hereof, the Bankruptcy Court has entered an order (the "**Sale Order**") approving the transactions contemplated by the Purchase Agreement, including the assignment to Assignees of the Intellectual Property and the Registrations free and clear of all Liens.

NOW, THEREFORE, in consideration of the sale of the Intellectual Property and the Registrations and in accordance with the terms of the Purchase Agreement, Assignors and Assignees, intending to be legally bound, agree as follows:

1. Each Assignor hereby irrevocably assigns, transfers, sells and conveys to the applicable Assignees any and all of Assignor's right, title and interest in and to the Intellectual Property and the Registrations throughout the world, together with the goodwill of the business with which the Intellectual Property and the Registrations have been and are currently being used and all rights to damages or profits arising out of infringement of such Intellectual Property and Registrations or injury to any goodwill associated with the Intellectual Property or the Registrations, and the right to sue for, recover and retain the damages or profits in the applicable Assignee's own name.

2. Each Assignor will, at Assignee's cost, do, execute, acknowledge and deliver all and every such further act, deed, conveyance, assignment, notice of assignment, transfer and

assurance as Assignees may from time to time reasonably request to carry out the intention or facilitate the performance of the terms of this IP Assignment. Without limiting the foregoing, each Assignor will execute general and specific confirmatory assignments and other supplementary documents as Assignees may from time to time reasonably request to effectuate the recording of the same with the U.S. Patent and Trademark Office or other government authority or any domain name registration body.

3. Concurrently with the execution of this IP Assignment, Assignors will deliver to Assignees all materials, information and documentation relating to, and all tangible embodiments of, the Intellectual Property and the Registrations in the possession, custody or control of Assignors.

4. This IP Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement and nothing contained in this IP Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This IP Assignment may be executed by the parties in counterparts, in which event the signature pages thereof will be combined in order to constitute a single original document. Facsimile or PDF signatures on this Assignment shall be deemed to be original signatures.

6. This IP Assignment is and will be binding upon and inure to the benefit of Assignors, Assignees and their respective successors and assigns.

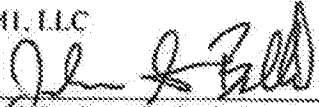
7. If any term or provision of this IP Assignment is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such invalidity, illegality or unenforceability will not affect the other terms or provisions hereof or the whole of this IP Assignment, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision valid, legal and enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.


*[remainder of page intentionally left blank -- signature page to follow]*

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be duly executed as of the date set forth above.

**BUYER:**

3BMI, LLC


  
By: John Scott Ballard  
Title: Co-Manager

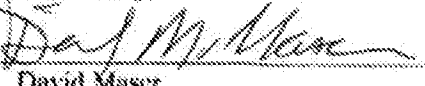
  
By: David Maser  
Title: Co-Manager

**ASSIGNEES:**

3BMI AMADA, LLC  
3BMI CATERING, LLC  
3BMI IP, LLC  
3BMI JGD, LLC  
3BMI LICENSING, LLC  
3BMI LQ, LLC  
3BMI MANAGEMENT SERVICES, LLC  
3BMI OLDE BAR, LLC  
3BMI RESTAURANT MANAGEMENT, LLC

By: 3BMI, LLC, as sole Member

  
By: John Scott Ballard  
Title: Co-Manager

  
By: David Maser  
Title: Co-Manager



ASSIGNORS:

1. GARCES RESTAURANT GROUP, INC.

By: Jose A. Garces  
Title: President

2. GARCES CATERING 300, LLC

By: Jose A. Garces  
Title: Managing Member

3. LA CASA CULINARY, LLC

By: Jose A. Garces  
Title: Managing Member

4. LATIN QUARTER CONCEPTS, LLC

By: Jose A. Garces  
Title: Managing Member

5. URBANFARM, LLC

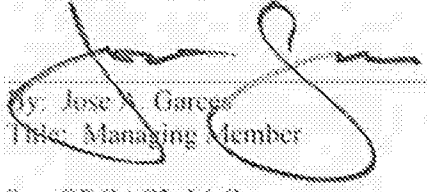
By: Jose A. Garces  
Title: Managing Member

6. GR300, LLC

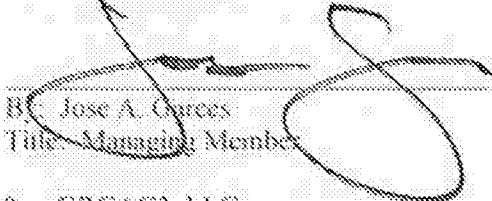
By: Jose A. Garces  
Title: Managing Member

[Signature Page to R Assignment]

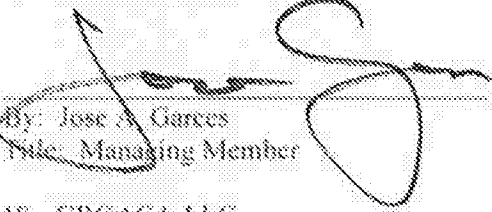
7. GRGAC1, LLC

  
By: Jose A. Garces  
Title: Managing Member

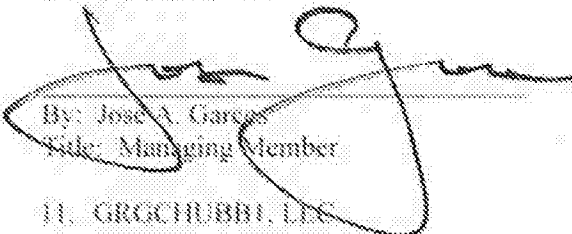
8. GRGAC2, LLC

  
By: Jose A. Garces  
Title: Managing Member

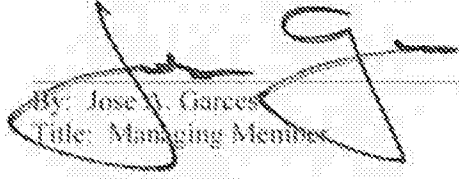
9. GRGAC3, LLC

  
By: Jose A. Garces  
Title: Managing Member

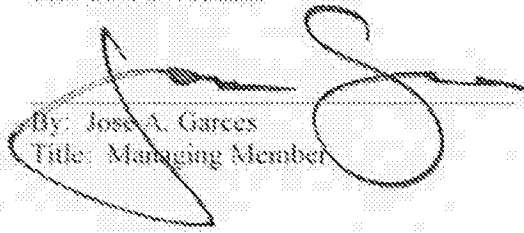
10. GRGAC4, LLC

  
By: Jose A. Garces  
Title: Managing Member

11. GRGCHUBBI, LLC

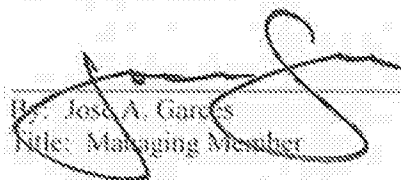
  
By: Jose A. Garces  
Title: Managing Member

12. GRG2401, LLC

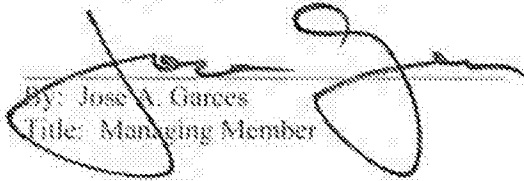
  
By: Jose A. Garces  
Title: Managing Member

[Signature Page to IP Assignment]

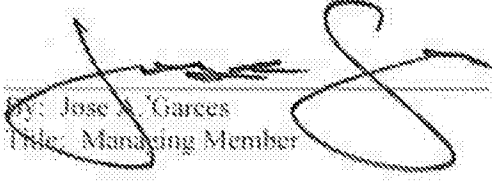
13. GRGNY2, LLC

By:   
Title: Managing Member

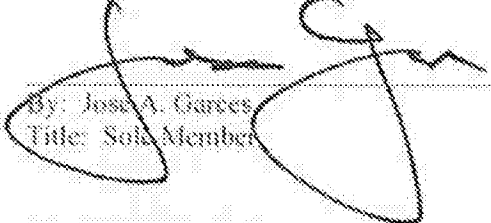
14. LATIN VALLEY 2130, LLC

By:   
Title: Managing Member

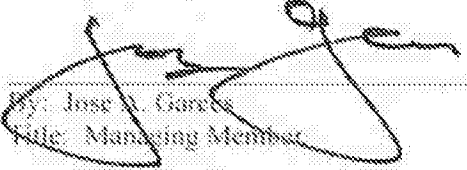
15. GRGWILDWOOD, LLC

By:   
Title: Managing Member

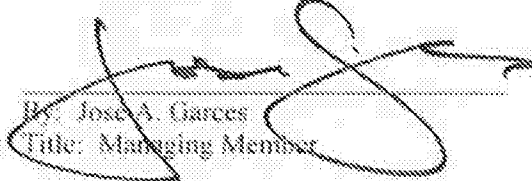
16. GRGKCI, LLC

By:   
Title: Sole Member

17. GRGAC5, LLC

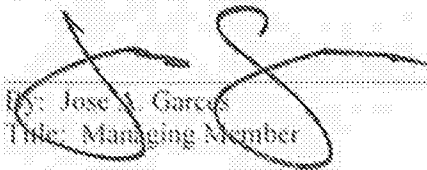
By:   
Title: Managing Member

18. GRGBookies, LLC

By:   
Title: Managing Member

[Signatures Page to IP Assignment]

19. ORGDC2, LLC

  
By: Jose A. Garcia  
Title: Managing Member

[Signature Page to IP Assignment]

## SCHEDULE A

### Buyer's Designated Assignees

| Seller                        | Assignee                        |
|-------------------------------|---------------------------------|
| Garces Catering 300, LLC      | 3BM1 Catering, LLC              |
| Garces Restaurant Group, Inc. | 3BM1 IP, LLC                    |
| GR300, LLC                    | 3BM1 Catering, LLC              |
| GRG2401, LLC                  | 3BM1 Management Services, LLC   |
| GRGAC1, LLC                   | 3BM1 Restaurant Management, LLC |
| GRGAC2, LLC                   | 3BM1 Restaurant Management, LLC |
| GRGAC3, LLC                   | 3BM1 Restaurant Management, LLC |
| GRGAC4, LLC                   | 3BM1 Restaurant Management, LLC |
| GRGAC5, LLC                   | 3BM1 Restaurant Management, LLC |
| GRGBOOKIES, LLC               | 3BM1 Olde Bar, LLC              |
| GRGCHUBB1, LLC                | 3BM1 Restaurant Management, LLC |
| GRGDC2, LLC                   | 3BM1 Restaurant Management, LLC |
| GRGKC1, LLC                   | 3BM1 Restaurant Management, LLC |
| GRGNY2, LLC                   | 3BM1 Restaurant Management, LLC |
| GRGWILDWOOD, LLC              | 3BM1 Restaurant Management, LLC |
| La Casa Culinary LLC          | 3BM1 IP, LLC                    |
| Latin Quarter Concepts, LLC   | 3BM1 LQ, LLC                    |
| Latin Valley 2130, LLC        | 3BM1 IP, LLC                    |
| Urbanfarm, LLC                | 3BM1 JGD, LLC                   |

**SCHEDULE B**

**Trademark Registrations**

| <b>Registrant</b>      | <b>Assignee</b>                 | <b>Type</b>       | <b>Mark</b>        | <b>Serial Number</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|------------------------|---------------------------------|-------------------|--------------------|----------------------|-------------------------|--------------------------|
| Latin Valley 2130, LLC | 3BM1 Restaurant Management, LLC | Character Mark    | Okatshe            | 87287953             | 5419460                 | 3/6/2018                 |
| Latin Valley 2130, LLC | 3BM1 Restaurant Management, LLC | Character Mark    | Ortzi              | 87127064             | 5413723                 | 2/27/2018                |
| Latin Valley 2130, LLC | 3BM1 Restaurant Management, LLC | Character Mark    | 24 Wood Fired Fare | 87020748             | 5157936                 | 3/7/2017                 |
| Latin Valley 2130, LLC | 3BM1 Catering, LLC              | Character Mark    | Volver             | 86206142             | 5146977                 | 2/21/2017                |
| Latin Valley 2130, LLC | 3BM1 IP, LLC                    | Character Mark    | Garces Foundation  | 86791675             | 5139095                 | 2/7/2017                 |
| Latin Valley 2130, LLC | 3BM1 Restaurant Management, LLC | Design plus words | Buena Onda         | 86580076             | 5024978                 | 8/23/2016                |
| Latin Valley 2130, LLC | 3BM1 IP, LLC                    | Character Mark    | Luna Farm          | 86214220             | 5003798                 | 7/19/2016                |
| Latin Valley 2130, LLC | 3BM1 Olde Bar, LLC              | Character Mark    | The Olde Bar       | 86579352             | 4845578                 | 11/3/2015                |
| Latin Valley 2130, LLC | 3BM1 IP, LLC                    | Character Mark    | Rural Society      | 86206170             | 4638567                 | 11/11/2014               |
| Latin Valley 2130, LLC | 3BM1 IP, LLC                    | Character Mark    | Rosa Blanca        | 86058094             | 4594334                 | 8/26/2014                |
| Latin Valley 2130, LLC | 3BM1 Restaurant Management, LLC | Character Mark    | Yubōka             | 85949239             | 4477475                 | 2/14/2014                |
| Latin Valley 2130, LLC | 3BM1 Restaurant Management, LLC | Character Mark    | Garces Trading Co. | 85808157             | 4379766                 | 8/6/2013                 |
| Latin Valley 2130, LLC | 3BM1 IP, LLC                    | Character Mark    | Garces Group       | 85690642             | 4382588                 | 8/13/2013                |
| Latin Valley 2130, LLC | 3BM1 Catering, LLC              | Character Mark    | Garces Catering    | 85690606             | 4382587                 | 8/13/2013                |
| Latin Valley 2130, LLC | 3BM1 IP, LLC                    | Design plus words | CHIFA              | 85653347             | 4390576                 | 8/27/2013                |
| Latin Valley 2130, LLC | 3BM1 Restaurant Management, LLC | Character Mark    | Distrito           | 85273133             | 4303509                 | 3/19/2013                |
| Latin Valley 2130, LLC | 3BM1 Restaurant Management, LLC | Character Mark    | Garces Trading Co. | 85273117             | 4052450                 | 11/8/2011                |
| Latin Valley 2130, LLC | 3BM1 IP, LLC                    | Character Mark    | Amada              | 85266422             | 4336946                 | 5/21/2013                |
| Latin Valley 2130, LLC | 3BM1 LQ, LLC                    | Character Mark    | Village Whiskey    | 77793471             | 4158158                 | 6/12/2012                |
| Latin Valley 2130, LLC | 3BM1 LQ, LLC                    | Design plus words | Tinto              | 77449798             | 3536793                 | 11/25/2008               |