

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CST Ventures, LLC		02/01/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	B's Services, LLC		
Doing Business As:	TWOROWS CLASSIC GRILL		
Street Address:	1810 San Carlos Ave.		
Internal Address:	Attn: Bain Brooks		
City:	Allen		
State/Country:	TEXAS		
Postal Code:	75002		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1970549	TWOROWS	
CORRESPONDENCE DATA			
Fax Number:	9727674409		
<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:	214-448-6382		
Email:	matt@kpmptexas.com		
Correspondent Name:	CST Ventures, LLC		
Address Line 1:	119 W. Virginia St., Suite 203		
Address Line 2:	Attn: Matt Barrier		
Address Line 4:	McKinney, TEXAS 75069		
NAME OF SUBMITTER:	Matt Barrier, Manager		
SIGNATURE:	/matt barrier/		
DATE SIGNED:	02/26/2021		
Total Attachments: 6			
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QUITCLAIM ASSIGNMENT AND BILL OF SALE

Effective Date: February 1, 2020

Seller: CST Ventures, LLC, a Texas limited liability company, and/or its assigns

Seller's Address: 119 W. Virginia St., Suite 203, McKinney, Collin County, Texas 75069

Purchaser: B's Services, LLC, a Texas limited liability company

Purchaser's Address: 1810 San Carlos Ave., Allen, Collin County, TX 75002

Consideration: For good and valuable consideration and further defined in that certain Intellectual Property Purchase Agreement dated of even date herewith.

Acquired Assets: The following are the Acquired Assets:

1. The following electronic files and/or paper copies (the "Documentation") of those marks described below and further described and identified in Exhibit "A" attached hereto:

<p>A. ClassicGrillLogo.doc</p> <p>B. TwoRowsR&BLogoColor.BMP</p> <p>C. NEW twoRowslogo.tif</p> <p>D. Barking Fish.JPG</p> <p>E. Bull Dog Brown.BMP</p> <p>F. Dark Star.BMP</p> <p>G. dosRowsNew.JPG</p> <p>H. Dos Rows.BMP</p> <p>I. honeyblonde.jpg</p> <p>J. stout logo.JPG</p>	<p>K. Old Town.JPG</p> <p>L. osageale.jpg</p> <p>M. route66.jpg</p> <p>N. uglymug.jpg</p> <p>O. Host Manual 2008.doc</p> <p>P. Managers manual.doc</p> <p>Q. Runner Training 2008.doc</p> <p>R. Server Manual Policies and Procedures January 2010.doc</p>
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2. Word mark TwoRows registered with the United States Patent & Trademark Office under Reg. No. 1970549. Such mark will need to be renewed by Purchaser on or before April 23, 2026.

3. TwoRows Restaurants Master Cookbook

KNOW ALL MEN BY THESE PRESENTS, that CST Ventures, LLC, a Texas limited liability company ("Seller"), for and in consideration of the sum on ONE DOLLAR and other valuable consideration as set forth in the Intellectual Property Asset Purchase Agreement by and between Seller, and/or its assigns, and B's Services, LLC, a Texas limited liability company ("Purchaser") dated as of the date hereof (the "Agreement"), and intending to be legally bound hereby, has sold, conveyed, assigned, transferred, set over and delivered, and by these presents does hereby sell, convey, assign, transfer, set over and deliver, unto Purchaser all of Seller's right, title and interest in and to the Acquired Assets, in an form whatsoever and wheresoever located related to the "TwoRows" (or any derivation thereof) restaurant and bar brand and business concept (the "TwoRows Business"): (a) any and all intellectual property of the TwoRows Business, including but not limited to (i) all recipes and process developed or owned; (ii) graphics and logos; (iii) domain names and URLs; (iv) proprietary software and its source code; (v) all branding, trademarks and services marks; (vi) all trade names; (vii) all copywritten material; (viii) all patents; (ix) all license agreements and franchise agreements; (x) all systems, products, methods, techniques, and other trade secrets, including any information concerning the TwoRows Business assets, liabilities, operations, affairs, customers, products, plans, or prospects of Seller or its affiliate(s) which has not been made

available to the public, and all studies, reports, records, or other documents or materials which contain, or are prepared on the basis of, any such non-public information; and (xi) goodwill. Exhibit "A" attached hereto and incorporated herein by this reference contains a non-exhaustive description of the Acquired Assets.

Exceptions to Transfer and Warranty:

PURCHASER ACKNOWLEDGES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS QUITCLAIM ASSIGNMENT AND BILL OF SALE OR IN THE AGREEMENT, SELLER HAS MADE NO REPRESENTATION OR WARRANTY WHATSOEVER AND PURCHASER HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS QUITCLAIM ASSIGNMENT AND BILL OF SALE OR IN THE AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS QUITCLAIM ASSIGNMENT AND BILL OF SALE OR IN THE AGREEMENT, PURCHASER IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR CONDITION OF THE PROPERTY OR AS TO ANY OTHER MATTER.

Without limiting the generality of the foregoing:

(a) Seller has made no representations or warranties that the Know-how, methods, processes, formulae, techniques, trade secrets or other information included in the Intellectual Property or in the Documentation or elsewhere in the Intellectual Property will be useful to the Purchaser for any purpose whatsoever; and Seller makes no representations or warranties concerning the Intellectual Property either before or after the Closing Date.

(b) Seller has made no representations or warranties concerning the efficacy or safety for human use of the Intellectual Property if any such instructions or recipes are made into a product for human use or consumption.

(c) Seller has made no representation or warranty concerning the accuracy, completeness or utility of any Documentation or Intellectual Property contained within the Acquired Assets.

PURCHASER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS, SELLER INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGEMENTS, AND COSTS OF WHATEVER KIND OR NATURE, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE ACQUIRED ASSETS PROVIDED THAT ANY SUCH DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS OR EXPENSES: (1) ARE ATTRIBUTABLE TO FINANCIAL INJURY TO SELLER; OR (2) BODILY INJURY, MENTAL ANGUISH, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND ONLY IF EITHER ARE CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL, RECKLESS OR NEGLIGENT ACT OR OMISSION OF PURCHASER, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM FOR WHOSE ACTS ANY ONE OF THEM MAY BE LIABLE, OR ARE CAUSED IN WHOLE OR IN PART BY SELLER ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS AND ANY OTHER PERSON OR ENTITY, IN CONNECTION WITH THE ACQUIRED ASSETS.

Miscellaneous:

(a) **Entire Agreement.** This Agreement is the entire agreement among the parties and, when executed by the parties, supersedes all prior agreements, understandings and communications, either verbal or in writing, between the parties with respect to the subject matter contained herein.

(b) **Amendments.** This Agreement may not be amended, modified or changed except by written instrument signed by all of the parties.

(c) **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives, successors and permitted assigns.

(d) **Captions and Capitalized Terms.** All captions and headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit or otherwise affect this Agreement. Capitalized terms used in this Quitclaim Assignment and Bill of Sale, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the Agreement and this Quitclaim Assignment and Bill of Sale, the terms and conditions of the Agreement shall control.

(e) **Counterparts.** This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic image or transmission counterpart or counterparts of this Agreement with the parties' signatures is deemed an original signed Agreement without the necessity of delivery of a counterpart or counterparts of this Agreement with the parties' original signatures.

(f) **Waiver.** Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(g) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal domestic laws of the State of Texas, without reference to choice of law principles. Venue shall be in Collin County, Texas.

(i) **Severability.** If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

(j) **Interpretation.** In the event of a dispute or disagreement arising under this Agreement, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any party on the ground that such party drafted or caused to be drafted this Agreement. When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, Seller has caused this Quitclaim Assignment and Bill of Sale as of the Effective Date herein stated.

SELLER:

CST VENTURES, LLC,
a Texas limited liability company

By: 
Matthew Barrier, Manager

PURCHASER:

B'S SERVICES, LLC
a Texas limited liability company

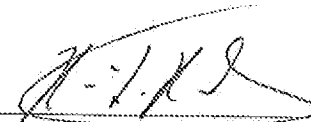
By: 
Baine Brooks, Manager

Exhibit "A"

ACQUIRED ASSETS

ClassicGrillLogo.doc



TwoRowsR&BLogoColor.BMP



NEW twoRowslogo.tif



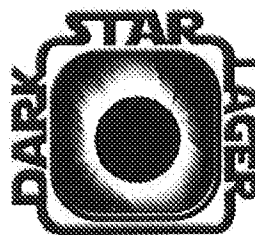
Barking Fish.JPG



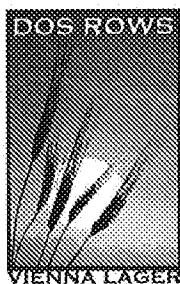
Bull Dog Brown.BMP



Dark Star.BMP



dosRowsNew.JPG



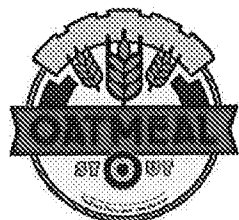
Dos Rows.BMP



honeyblonde.jpg



stout logo.JPG



Old Town.JPG



osageale.jpg



route66.jpg



uglymug.jpg



Host Manual 2008.doc



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Runner Training 2008.doc

**Server Manual Policies and
Procedures January 2010.doc**



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