

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900602915

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luby's Fuddruckers Restaurants, LLC		01/21/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	VNCC, LP
Street Address:	7024 Melrose Avenue
Internal Address:	Suite 500
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90038
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3921631	CLUCK CITY
Registration Number:	3998709	DO THE ROO
Registration Number:	1890023	KOO KOO ROO
Registration Number:	1586199	KOO KOO ROO
Registration Number:	1884141	KOO KOO ROO
Registration Number:	3703059	KOO KOO ROO CHICKEN BISTRO
Registration Number:	1726462	
Registration Number:	1691761	
Registration Number:	3795288	ORIGINAL SKINLESS FLAME BROILED CHICKEN

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: 858-768-4727

Email: david.devernoe@rimonlaw.com

Correspondent Name: David Devernoe

Address Line 1: 440 Stevens Avenue

TRADEMARK

Address Line 2: Suite 200
Address Line 4: Solana Beach, CALIFORNIA 92075

ATTORNEY DOCKET NUMBER: 7948.32911.ASSIG

NAME OF SUBMITTER: David Devernoe

SIGNATURE: /David Devernoe/

DATE SIGNED: 05/14/2021

Total Attachments: 6

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EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of January 21, 2021, is made by Luby’s Fuddrucker’s Restaurants, LLC, a Texas limited liability company (“**Seller**”), located at 13111 Northwest Freeway, Suite 600 Houston, Texas 77040, in favor of VNCC, LP, a Delaware limited partnership (“**Buyer**”), with a registered address at 7024 Melrose Avenue, Suite 500, Los Angeles, California 90038, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of January 21, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following:

- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including any additional commonly owned trademark rights concerning or related to the Assigned Trademarks to the extent they are not listed on Schedule 1;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark

Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto, at the request and expense of Buyer or such assignee or successor.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Luby's Fuddruckers Restaurants, LLC

By Steven B. Goodweather
Name: Steven Goodweather
Title: CFO and Treasurer

VNCC, LP

By Tiger West Capital LLC, its General Partner

By [Signature]
Name: Daniel Farasat
Title: Managing Member, Tiger West Capital LLC

TRADEMARK ASSIGNMENT AGREEMENT

SCHEDULE 1

STATUS	COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE
Registered	Benelux	KOO-KOO-ROO (Class 43)	0763465	May 7, 1991	0499769	Mar 1, 1992
Registered	Canada	KOO KOO ROO & DESIGN (Classes 29, 42)	0,817,412	Jul 9, 1996	TMA493997	May 6, 1998
Registered	Canada	KOO KOO ROO (Class 43)	0,792,385	Sep 12, 1995	TMA467053	Dec 4, 1996
Registered	Canada	KOO-KOO-ROO (Class 35)	0,817,415	Jul 9, 1996	TMA493998	May 6, 1998
Registered	Canada	MISC DESIGN (Chicken Head/Face) (Classes 29, 42)	0,817,413	Jul 9, 1996	TMA482186	Sep 8, 1997
Registered	China	KOO.KOO.ROO & Design (Class 42)	960079753	Jul 9, 1996	1103561	Sep 14, 1997
Registered	Costa Rica	KOO KOO ROO (Class 43)	80840	Sep 22, 1992	8084078133	Sep 22, 1992
Registered	Denmark	KOO-KOO-ROO (Class 42)	199103503	May 17, 1991	199202554	Apr 10, 1992
Registered	Egypt	KOO KOO ROO (Class 42)	107997	Jun 29, 1997	107997	Jan 15, 2001
Registered	European Union	KOO-KOO ROO (Class 29, 42)	000116491	Apr 1, 1996	000116491	Feb 2, 1999
Registered	Finland	KOO-KOO-ROO (Class 42)	T19910209 9	May 2, 1991	121204	Aug 20, 1992
Registered	France	KOO-KOO-ROO (Class 29, 30, 43)	1690553	Jul 18, 1991	1690553	Jul 18, 1991
Registered	Hong Kong	KOO KOO ROO (Class 43)	9804671	Apr 14, 1998	1999B15149	Nov 30, 1999
Registered	Israel	KOO KOO ROO (Class 42)	110831	Mar 4, 1997	110831	Jun 5, 1998
Registered	Israel	MISC DESIGN (Chicken Head/Face) (Class 35)	110777	Feb 28, 1997	110777	Apr 5, 1998
Registered	Japan	KOO KOO ROO (Class 43)	2012- 081195	Oct 9, 2012	5625197	Oct 25, 2013
Registered	Jordan	KOO KOO ROO (Class 42)	62366	May 15, 2001	62366	Nov 4, 2002

Registered	Kuwait	KOO KOO ROO (Class 42)	37886	Oct 7, 1997	33492	Jun 8, 2002
Registered	Kuwait	MISC DESIGN (Chicken Head/Face) (Class 35)	2018/0001948	Mar 11, 2018	163794	Mar 26, 2019
Registered	Lebanon	KOO KOO ROO (Class 29, 43)	39821	Dec 2, 1997	142998	Dec 2, 1997
Registered	Lebanon	MISC DESIGN (Chicken Head/Face) (Class 35)	74080	Nov 7, 1997	142975	Nov 7, 1997
Registered	Mexico	KOO KOO ROO (Class 43)	1287051	Jun 27, 2012	1324954	Oct 30, 2012
Registered	New Zealand	KOO KOO ROO (Class 42)	249352	May 22, 1995	249352	Oct 2, 1997
Registered	Norway	KOO-KOO-ROO (Class 42)	19912630	May 27, 1991	152981	Oct 22, 1992
Registered	South Korea	KOO-KOO-ROO (Class 43)	41-1991-0001797	May 3, 1991	410017685	Oct 2, 1992
Registered	Singapore	KOO.KOO.ROO & Design (Class 29)	T9605000I	May 17, 1996	T9605000I	Nov 15, 1999
Registered	Singapore	KOO.KOO.ROO & Design (Class 42)	T9604999Z	May 17, 1996	T9604999Z	May 24, 2000
Registered	Spain	KOO KOO ROO & DESIGN (Class 42)	2033283	Jun 7, 1996	2033283	Mar 20, 1997
Registered	Sweden	KOO-KOO-ROO (Class 42)	1991/04122	May 8, 1991	235955	Jun 5, 1992
Registered	Taiwan	KOO.KOO.ROO & DESIGN (Stylized)(Class 29)	089055264	Oct 31, 2000	00982037	Jan 16, 2002
Registered	Thailand	KOO.KOO.ROO & Design (Class 43)	359954	May 14, 1998	SM8846	Nov 9, 1999
Registered	United Kingdom	KOO KOO ROO & Design (Class 42)	1467628	Jun 17, 1991	1467628	Oct 22, 1993
Registered	United Kingdom	KOO KOO ROO & Design (Class 43)	1467628	Jun 17, 1991	1467628	Oct 22, 1993
Registered	United States	CLUCK CITY (Class 43)	77/774,031	Jul 3, 2009	3921631	Feb 22, 2011
Registered	United States	DO THE ROO (CLASS 43)	77/773,471	Jul 2, 2009	3998709	Jul 19, 2011
Registered	United States	KOO KOO ROO & DESIGN (Class 29)	74/520,858	May 9, 1994	1890023	Apr 18, 1995
Registered	United States	KOO KOO ROO & DESIGN (CLASS 42)	73/770,031	Dec 19, 1988	1586199	Mar 6, 1990

Registered	United States	KOO KOO ROO (Class 42)	74/520,859	May 9, 1994	1884141	Mar 14, 1995
Registered	United States	KOO KOO ROO CHICKEN BISTRO (CLASS 43)	77/549,163	Aug 18, 2008	3703059	Oct 27, 2009
Registered	United States	MISC DESIGN (Chicken Head/Face) (Class 42)	74/139,399	Feb 15, 1991	1726462	Oct 20, 1992
Registered	United States	MISC DESIGN (Chicken Head/Face) (Classes 29)	74/139,393	Feb 15, 1991	1691761	Jun 9, 1992
Registered	United States	ORIGINAL SKINLESS FLAME BROILED CHICKEN (CLASS 43)	77/816,562	Aug 31, 2009	3795288	May 25, 2010